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EARLY RECORDS

OF THE

CITY AND COUNTY OF ALBANY

AND

COLONY OF RENSSELAERSWYCK

Volume 3

(Notarial Papers 1 and 2, 1660-1696)

TRANSLATED FROM THE ORIGINAL DUTCH

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PREFACE

The two volumes of Notarial Papers in the Albany county clerk's office which are published herewith belong to a class of records of which, considering the number of Dutch notaries who are known to have practised their profession in this State, comparatively little has been preserved. Corresponding in character to the well-known registers of notaries Salomon La Chair and Walewyn van der Veen in New York City,[1] these Notarial Papers consist of the originals, or "minutes," of a variety of legal instruments, such as bonds, powers of attorney, contracts and bills of sale, indentures of service, assignments, leases, wills, marriage settlements and inventories of estates, which were executed before notaries Dirck van Schelluyne, Adriaen Jansen van Ilpendam and Jan Juriaensen Becker. Of the first of these notaries, Dirck van Schelluyne, who practised his profession at Beverwyck from his arrival as secretary of the colony of Rensselaerswyck in 1660 till his appointment as secretary of Albany in 1665, and again after the expiration of his term of office in 1668, there are four distinct registers, or "protocols," which together cover the period from August 17, 1660, to December 4, 1664. Of Adriaen van Ilpendam, who was apparently first admitted as a notary in 1669 and who exercised his functions till his death in 1686, there is a practically complete record extending from July 12, 1669, to February 23, 1686, while of the third notary, Jan Becker, who was appointed on November 1, 1669, and who died shortly before November 25, 1698, there are a few isolated documents ranging in date from April 2, 1685, to July 23, 1690. In addition to these records, there are copies of seven private letters of van Ilpendam and a few miscellaneous papers varying in date from February 25,
March 7,
1667, to November 1, 1696, which, strictly speaking, do not belong in the volumes. Leaving these last mentioned papers out of account, the Notarial Papers embrace a period of thirty years, during which the province changed from Dutch to English, from English to Dutch and again from Dutch to English control. During all these years, and notwithstanding the repeated

[1] These registers run from January 20, 1661, to October 11, 1662, and from May 20, 1662, to June 1664, and are published in calendar form in Holland Society of New York, *Year Book*, 1900, 13: 129–58. A full translation of the register of Walewyn van der Veen is printed in *Minutes of the Orphan Masters*, edited by Berthold Fernow, N. Y. 1907, 2:15–72.

changes of administration, each of which was accompanied by a corresponding change in system of jurisprudence, from the civil to the common law and *vice versa,* the records continued to be written in Dutch and to be kept in the customary form based on the principles of the Roman law, the original instruments themselves remaining in the custody of the notaries as the authentic record of the transactions that had taken place. While this is but natural in view of the nationality and training of the notaries and their appointment or confirmation in office by the early English governors, it is nevertheless an interesting sign of the lenient policy of these governors toward the Dutch inhabitants that their system of recording legal instruments which differed so radically from the English method was allowed to prevail till far into the period of English colonial administration. To show clearly what the particular features of the Dutch notarial system were, it is necessary to trace briefly the origin and development of that system before its introduction into this State.

According to the introductory chapter of Brooke's *Treatise on the Office and Practice of a Notary of England,* it is generally admitted that the office of a notary has its origin in the civil institutions of ancient Rome. Being at first used in the general sense of a writer of *notae,* or marks of abbreviation, in other words, a shorthand writer, the word *notarius* in course of time was applied almost exclusively to registrars of the provincial and municipal courts, to the private secretaries of the emperors and to certain officials assigned to the imperial chancery or privy council. Besides acting as clerks and advisers to the various magistrates and recording their judgments and decrees, Roman registrars were officially connected with what was known as the voluntary or noncontentious jurisdiction of the courts. In this capacity they were employed in drafting deeds, contracts and other legal documents, which were afterwards sealed in the presence of the magistrate with the official seal of the court. Private documents, however, were as a rule prepared and attested by *tabelliones,* who were simply professional scribes and held no public office. Their functions were regulated by law and included the preparation of important documents, such as contracts, wills, pleadings and petitions to the court. From these professional scribes several of the functions of the modern notary are derived. The acts of a *tabellio* were styled *instrumenta publice confecta* and commanded a degree of credit and authenticity that was not accorded to *instrumenta privata,* or documents executed by private individuals without the intervention of a *tabellio.* They were not,

however, in Roman law accorded the full credit and authenticity that attached to an official or judicial record. They did not prove themselves and in case of need, the *tabellio* or, in the event of his death, the attesting witnesses were called to authenticate the particular act. To avoid this inconvenience and enable the documents to be put in evidence beyond dispute, it was necessary that they should be registered and deposited in the public archives and thus become *instrumenta publica* in the proper sense of the term.

The office of notary or *tabellio* (for the terms soon became synonymous) did not become extinct with the downfall of the Western Empire. The Teutonic counts, who in the stead of the former Roman governors administered the districts into which the empire had been divided, found it convenient to retain many of the laws and institutions of ancient Rome and consequently appointed registrars to prepare and engross deeds and other legal documents. These registrars were known as notaries of the count. A similar class of officials was attached to the king's court over which the count palatine presided and who hence were termed palatine notaries, while after the year 803 there existed yet a third class of notaries, known as royal notaries, who were appointed by the itinerant justices or royal commissioners who at different places held assizes four times a year. In the beginning of the tenth century the royal and palatine notaries became registrars with a fixed residence and were employed in recording judicial proceedings and private deeds. Soon their number greatly exceeded that of the notaries of the count and in the eleventh century all distinction between the three classes of notaries disappeared and the office of notary acquired a uniform character. Still later the right to appoint notaries, hitherto enjoyed by the count palatine, was extended by the emperors of Germany to other high officers and municipal authorities and corporate bodies and notaries were thenceforth styled imperial and palatine notaries. During the twelfth century notaries began to assume the character and importance which with slight changes they have retained on the continent of Europe to the present day. The first step taken by them in this direction was to describe their instruments as *publica* and to claim for them the complete authenticity that Roman law attached only to documents bearing an official seal. This innovation gradually prevailed. Another step in the same direction was the attempt on the part of the notaries to obtain for their deeds the second "essential element of authenticity" as it is understood on the continent of Europe, namely the executory force, which until then resulted from judgments only. This point

was gained in the thirteenth century and from that time an acknowledgment or contract embodied in an instrument authenticated by a notary has been on the continent judicially enforced like a judgment, although no action is brought.

In consequence of these innovations notaries in course of time ceased to be dependent on judicial authorities. Gradually and almost imperceptibly the law relating to notarial instruments became so complicated and technical that magistrates of the local courts, who in many cases had no legal training, avoided taking part in legal work of a nonlitigious character and left this to the notaries. As a result thereof the number of notaries rapidly increased, many entered the profession who were not qualified for the work and grave abuses ensued. To remedy this situation Emperor Charles the Fifth, on March 21, 1524, at Mechlin, issued an ordinance[1] which restricted the number of notaries in the county of Holland to as many as would be deemed necessary by the burgomasters and schepens of each place and be presented by them for examination by the Court of Holland, and at the same time forbade the courts to take judicial cognizance of any documents executed before notaries other than those who had been so examined, sworn and registered. This ordinance was followed on October 7, 1531, by the further decree[2] "that henceforth no one shall be admitted to the aforesaid office [of notary or *tabellio*] but persons of good character and repute, who upon examination by the president and members of our council and the judges of the provincial court in each province shall be found to be qualified, competent and sufficiently trained." The real foundation, however, for the regulation of the notarial practice in the Netherlands was laid by the Perpetual Edict granted by Emperor Charles the Fifth at Brussels on October 4, 1540,[3] article XIII of which provides: "That all notaries admitted and approved shall be held to keep a proper register or protocol of all contracts, wills and other acts which shall be attested and received by them and to record the same in the order in which they are attested and received and at the end of each contract, will or other act to sign the aforesaid register and to carefully preserve the same, in order to resort thereto in case of need; on pain of being deprived of the aforesaid office and forever debarred from exercising the same and in addition subjected to arbitrary punishment." These and other provisions of the Perpetual Edict, which

[1] *Groot Placaet Boeck*, 2:1381–84.
[2] *Groot Placaet Boeck*, 2:1387.
[3] *Groot Placaet Boeck*, 1:311–22.

brought unity in the Dutch notarial system, were afterwards supplemented by ordinances of the provincial legislatures, with the exception, however, of those of the territory now covered by the provinces of Groningen, Drenthe, Overysel and Gelderland, where till the closing days of the Dutch republic the notarial system remained unknown. Under these ordinances and the principles derived from the Roman *corpus juris,* the office of notary became one of great importance and responsibility. Whereas in countries where the common law prevails the functions of a notary public are chiefly confined to administering oaths and taking acknowledgments of deeds and other instruments, noting and protesting bills of exchange and drawing up ship protests and other similar documents, the services of a Dutch notary public in the seventeenth century, as of the corresponding officer on the continent of Europe at the present day, may be likened to those of a family attorney and were required in connection with the drawing up of all formal legal contracts, except in so far as the acknowledgment of such contracts was also permitted or specially reserved to the secretaries and schepens of the local courts. To the latter class belonged the formal transfers and mortgages of real estate and documents involving the administration of an oath, which did not come within the province of the notarial office. Aside from such documents, practically all legal papers, including contracts of sale of real estate and depositions in the form of affirmations, which might afterwards be sworn to before the proper officer,[1] not only could, but had to be executed before a notary and two trustworthy witnesses, the latter to be males over 24 years of age. By law the notary was required to keep the originals of such documents, properly signed by the parties and witnesses and by himself. When thus executed, the originals, as well as the so-called "grosses," or first copies issued to the respective parties, were by all courts held as authentic, that is, they proved themselves and against the truth of their contents no testimony was admitted. This character of authenticity, which guarantees the date as well as the genuineness of the signatures of the documents, is considered to be the chief advantage of the notarial system.

Another important feature in which the system differs from anything known to English law is the confidential character of the records, which forbade the notary from letting any one have access to his records or to issue copies thereof or extracts therefrom to

[1] Hence the phrase which commonly occurs in the Dutch depositions: "the deponent being ready, if need be and when required, to confirm the same by solemn oath."

any but the interested parties. A striking reference to this confidential character occurs in an ordinance of the states of Holland and West Friesland, dated April 22, 1670, which provides for the transfer of notarial records to the office of the secretary of the place within six weeks after the death of a notary, stating as the reasons for this order that complaints had been received that after the death of some notaries the protocols and minutes were scattered and lost, "whereby frequently not only the truth becomes hidden, but also what ought to remain secret is untimely revealed, while in all cases persons who are interested in the papers that have been carried off are put to great expense and trouble to recover the said papers." Whatever may be the advantage of the element of secrecy, the liability of loss of the notarial records, hinted at in this ordinance and also illustrated by the incompleteness of the present records, may be regarded as one of the disadvantages of the notarial system, while the expense involved in the necessary employment of a highly trained and consequently high-priced notary public constitutes another drawback of the system.

It can be readily seen that legal papers of such confidential nature must be of great importance for the history of social conditions at a given period. Better than any other historical material they inform us about the home surroundings, daily occupations, customs and intimate business and family relations of all classes of society and it is not to be wondered at that with the present tendency to turn from the study of the outward movements of peoples to that of the effect of the community upon the life of the individual, these ancient notarial records have become objects of particular interest. On the continent of Europe, where these records form the bulk of the local archives and are numbered by the thousand,[1] various efforts have been made in recent years to overcome the ancient prejudice against giving the public access to their contents. Notably in Holland, where the researches of Dr Bredius and a few other privileged persons have yielded such a rich harvest of facts relating to the history of art, the notarial records prior to 1811 have by royal decree of August 23, 1907, no. 237, been thrown open to the public and now form one of the most promising fields of exploration for the particulars of many transactions which affect the early history of this State.

[1] At the Hague alone, according to the list of *Notarieele protocollen van* 1597 *tot* 1811, *opgenomen in het archiefdepot der gemeente 's-Gravenhage;* compiled by H. E. van Gelder, city archivist, 's-Gravenhage 1911, the local notarial records before 1811 consist of no less than 5300 volumes.

To turn now from the notarial system as it existed in the Netherlands to the introduction of the practice into this State, it is to be noted in the first place that in spite of the early origin of the system in the mother country, no notary public existed in New Netherland till 1650. Even then, his arrival appears to have been part of a movement of the people of New Amsterdam to free themselves from the despotic control of the director general, rather than the result of any distinct plan on the part of the West India Company. In fact, the appointment of this first notary, Dirck van Schelluyne, who happens to be also the first of the notaries who afterwards practised at Albany, was so intimately connected with the popular movement against Director Peter Stuyvesant and so strongly resented both by this director and by the company, that there can be no doubt that he was engaged by the leaders of the opposition because the latter, in connection with the preparation of evidence to be submitted to the States General, found it necessary to have at their service an officer of the law who, unlike the provincial secretary, was independent of the director as well as of the company. Having been employed on October 13, 1649, at the Hague, in the capacity of a notary public, to attest a copy of the famous historic document known as the Remonstrance of New Netherland, which on that date was presented to the States General by certain delegates of the commonalty of New Netherland in support of a petition for redress of their grievances against Director Stuyvesant, Van Schelluyne was on the 8th of April following commissioned by the States General "to exercise the aforesaid profession of Notary at the above-named Manhatans and further throughout the whole of New Netherland." Soon after he sailed with Jacob van Couwenhoven and Jan Evertsen Bout, two of the delegates, on the ship "New Netherland Fortune" for New Amsterdam, where he arrived on June 28, 1650, and immediately, as secretary of the board of select men, took an active part in the opposition to the director. As a result of these activities, he soon became an object of persecution by Stuyvesant, who in 1651, in spite of the resolution of the States General that Van Schelluyne was to exercise his office "without opposition or contradiction of the director or any others, for the benefit of the commonalty there," arbitrarily forbade him to practise his profession. Van Schelluyne bitterly complained of this in a letter of October 11, 1651, to Adriaen van der Donck, then at the Hague, saying: "If the Redress be not confirmed, and if it do not arrive by the first vessels, I shall be obliged to sell my little property and go

back with my wife and children. Otherwise I must waste it altogether in poverty, inasmuch as every effort is made use of here to ruin me and to take the bread out of my mouth. I should have sent the papers in the case of Melyn altogether, but as nobody would consent to collate them with me, not even Allard Anthony, notwithstanding I had requested him to do so, and I dare not trust the documents in my house through fear that Stuyvesant would remove all my papers as he proposed and threatened, it was therefore out of my power to send them over. Had he been willing to permit me to go, I should have carried them with me. I doubt not but such unheard of mode of proceeding will be taken into consideration, and we released at once from this dreadful yoke. I have had every intention to build on a lot that I had purchased from Mr. Dincklage; also, to undertake a bouwerie, but dare not commence so long as things continue thus, dreading and anticipating the moment I had any real estate here, that a false suit would be thrown around my neck and my property be swallowed up; according to all the examples I have seen of those who do not submit to haughty humor, and can not say — Yes, My Lord. Had I been able to go over, I should indeed say, what now I dare not write."[1] This letter and others written by Van Schelluyne about the same time reveal the temper of the man and show him to have been the worthy supporter of Cornelis Melyn and Adriaen van der Donck in the struggle for popular government in New Netherland.

That Director Stuyvesant in his action against Schelluyne had the full support of the directors of the West India Company, is shown by a representation made by them on February 13, 1652, to the burgomasters of Amsterdam, in which they complained that "A committee of their High: Might: have last year provided with safeguards all the indecent complainants, who came here from New Netherland, and relying thereon they now, on their return here, believe themselves authorized to commit all kinds of disorders by instigating evil-minded persons against the Director and the Company's officers." They stated furthermore that "The honorable committee of their High: Might: have sent without knowledge of the Directors as Notary Public to New Netherland one Dirck van Schelluyn, who there calls himself authorized by their High: Might: and as such a movement is directly against the orders of the Company, the Directors feel themselves much aggrieved by it." In their reply, the burgomasters gave it as their opinion that "no deputy of

[1] *Docts Rel. to Col. Hist. N. Y.* 1:454.

their High: Might: has the right to grant safe-guards, by which evil-minded persons, as mentioned in the remonstrance of the Directors, might gain an advantage over them and under cover of which they can withdraw themselves from the allegiance and jurisdiction of the Company: it is contrary to the charter, which places the management of the Company's affairs in general into the hands of the Assembly of the XIX, while that of New Netherland, by resolution of the XIX, has been entrusted to the Department of Amsterdam; therefore, notwithstanding a safe-guard has been granted, proceedings, as authorized by law, may there be instituted against Dincklagen, Cornelis Melyn, Dirck van Schelluyne, Jacob van Couwenhoven and all others." No sooner, however, had the news of Stuyvesant's action reached Holland, than a petition was presented to the States General by Jan van Buren, firewarden in the service of the states of Holland and West Friesland, and Dirck van Schoonderwoert, notary at the Hague, respectively father-in-law and uncle of Dirck van Schelluyne, to have the latter restored in the exercise of his notarial functions, whereupon that body on April 27, 1652, passed a resolution to write to the director general and council to maintain the said Schelluyne in his office and right. This seems to have had the desired effect for on November 22 and December 1, 1652, we find him attesting two Indian deeds for land on Long Island to Cornelis van Werckhoven, although the West India Company in a letter to Stuyvesant, dated June 14, 1656, wrote that they had refused to approve these deeds partly because they "were executed privately before Notary Schelluyne, contrary to the Company's orders." The next year, 1653, New Amsterdam obtained an independent city government and affairs began to take a more favorable turn for Van Schelluyne.

On November 11, 1653, he was with other "principal burghers and inhabitants" of New Amsterdam summoned by the burgomasters and schepens to devise some means whereby the public expenditures might be paid, and on the 22d of December of the same year, on a "petition presented by Dirck van Schelluyne, Notary Public," the burgomasters and schepens gave for answer "that the petitioner may proceed in his case according to his order, and if he be subjected to any molestation therein, he shall address himself to the Burgomasters and Schepens, who will in such case protect him the same as any other burgher." Soon after even Director Stuyvesant seems to have been more favorably disposed toward him, for on February 6, 1655, "The necessity for a High Constable (*Concierge*) to enforce executions in civil cases having been

brought before the meeting of the Supreme Council (in the absence of the Director Genl., Petrus Stuyvesant) by Fiscal Cornelius van Tienhoven, Therefore, taking into consideration the proposal of the said Fiscal made on the 17th Decbr. 1654, present the Honble Director General, and Council . . . the Supreme Council by and with the advice and consent of the Burgomasters and Schepens of this City, have nominated and appointed Dirck van Schelluyne to the said office, who appearing at the meeting has taken the proper oath, on the following commission and instruction, saving entire the oath taken as notary at the Hague."[1] Van Schelluyne resigned his office on November 3, 1656, giving as the reason for his resignation that " my circumstances do not any longer allow me to continue in the City's service as Bailiff." He was succeeded on November 4th by Mattheus de Vos, a notary public who had been admitted to practice on the 4th of April of the same year, the increase of population of New Amsterdam which shortly before had necessitated the creation of the board of orphan masters having apparently also made it necessary to appoint additional notaries. Van Schelluyne seems thereafter to have confined himself to the performance of his notarial duties and on February 5, 1658, he and Johannes Nevius, Mattheus de Vos and Pelgrom Clock took the oath prescribed by the ordinance regulating the fees of notaries and clerks. This ordinance, which was passed on January 25, 1658,[2] is of great importance as regards the regulation of the notarial practice in New Netherland. Stating in the preamble that the director general and council by their own experience and the complaints of others are convinced that excessive fees are charged by secretaries, notaries and clerks " for writing all sorts of Instruments, to the serious, yea nearly intolerable, onerousness of the Judgment and Costs of court; some being so far seized by avarice and greed that they are ashamed to render a Bill, or specification of the Fee they demand, but ask, if not extort, the amount from parties in gross," this ordinance provides as follows:

" That from this time forward, no man shall undertake to draw up or to write any public Instrument, unless he be commissioned or licensed thereto by the Director General and Council, as Secretary, Notary or Clerk, which commissioned or licensed person is bound to content himself with such Fee as is established therefor by the

[1] See *Records of New Amsterdam*, 1:282–84.
[2] A complete translation of this ordinance is in *Laws and Ordinances of New Netherland*, p. 329–33.

Director General and Council, and to renew every year, on the 5th of February, the oath which he has taken, precisely to submit to and obey the Ordinance enacted, or hereafter, according to circumstances, to be enacted, on the subject of Secretaries, Notaries, Clerks and such like officers, in conformity to the following:

First, all Secretaries, Notaries, Clerks, or such officers, shall keep a correct Register or Journal, wherein people may see immediately, if necessary and when required, whatever has been executed before them, and for which they demand such Fee, and place it on their account.

Secondly, no Secretary, Notary, Clerk, or any such officer, shall demand from any person any money in advance, or ask or take any present, or be at liberty to compound or agree with anyone about a Fee and pay for writing yet to be earned . . . on pain of forfeiture of office and Fifty guilders fine, by such as may be found to have acted contrary hereunto.

Thirdly, the Secretary, Notary, Clerk or officer shall sign with his own hand all Instruments executed in his presence, and seal them, when required, with his signet, providing that he receive for his seal six stivers in addition to the legal Fee.

Fourthly, Secretaries, Notaries, Clerks and such like officers shall be bound, when required, to give a discharge or receipt for the earned and paid Fee, to be made use of when necessary.

Finally and lastly, all Secretaries, Notaries and Clerks shall be bound to serve the Poor and Indigent, who ask such as an Alms, gratis and *pro Deo;* and may demand and receive from the Rich, the following Fees." Whereafter follows a long list specifying the fee to be charged for each kind of instrument, with the final statement " No disbursements for Drink, or any other extraordinary Presents, Gifts, or Gratuities shall be brought into any account, or demanded or collected by the Secretaries, Notaries, Clerks or such like officers."

Whether Dirck van Schelluyne under the provisions of this ordinance found the office at New Amsterdam no longer profitable, or saw in them a renewed evidence of the spirit of oppression and wished to some extent to free himself from the jurisdiction of the director general and council, certain it is that in the summer of 1660 he accepted the secretaryship of the colony of Rensselaerswyck which had become vacant by the death of Dirck van Hamel and in connection therewith began to practise his profession as a notary at Beverwyck. As stated at the beginning of this preface, the record of his notarial activities runs from August 17, 1660, to December

4, 1664. At the end of that period he was still secretary of Rensselaerswyck, a position which he seems to have held till 1665, when Governor Richard Nicolls consolidated the court of the colony and that of the former village of Beverwyck and Van Schelluyne was appointed secretary of Albany, his first official act in that capacity being dated the first of September 1665, old style, and his last act August 9, 1668. Whether between these dates he continued to act as a notary is not known, but hardly likely, first, because there is no notarial protocol for that period and, secondly, because Van Schelluyne on December 10, 1668, submitted to the magistrates at Albany a commission as notary from Governor Francis Lovelace, with request to be admitted to practice, which was granted. Though the entry in the court minutes states that he took "the usual oath of fidelity," it is doubful whether even then he practised his profession for any length of time, since he moved soon after to Niskayuna, where on June $\frac{1}{11}$, 1667, he had received a gift of land from the Indians, for and in consideration of "seuerall freindly & good offices performed by him towards them as also for pains taken in wryting y^{e} proposalls, Articles & other matter heretofore past betwixt them & y^{e} English & Dutch at Albany." Dirck van Schelluyne obtained a patent for this land on May 10, 1668, in which the land is described as a "Certaine parcell of Flat Lands or Plaines upon y^{e} Maine lying & being about North west from Albany neare unto y^{e} Maquaes Ryver or Creeke on y^{e} East syde thereof stretching from y^{e} path w^{ch} goes to M^{r} Curlaers fflatlands or plaine to y^{e} Creek or Kill wch is y^{e} North bounds of y^{e} Land belonging to Maritien Damen including all y^{e} Land or Ground lying wthin y^{e} Compasse of y^{e} said plaines or belonging thereunto, w^{ch} said parcell of fflattland or plaine being parte of that Land w^{ch} by y^{e} Natiues is Commonly called & knowne by y^{e} name of the Canastigiones." Soon after the receipt of this grant Dirck van Schelluyne disappears from view, the last mention of him occurring in the Albany court minutes under date of May 27, 1669, in connection with an action brought against him by Jeremias van Rensselaer, in which the plaintiff sets forth that he has caused the court messenger and schout to serve an attachment against the person of Dirck van Schelluyne and to summon him, but that "in spite of this attachment the said Schelluyne has departed." The wife of Dirck van Schelluyne was Cornelia van Buren, by whom he had at least two sons, Cornelis, who in 1664 was apprenticed to Hendrick Bries, the shoemaker, and

who received a patent for a parcel of land for a tannery without the north gate of Albany, and Tielman, who is said to have returned to Holland in 1670 .

How the records of Dirck van Schelluyne ultimately came into the possession of the county of Albany, is not known, but unless they were after his death turned over to the secretary, of which there seems to be no evidence, it is not unlikely that they were entrusted to the care of Adriaen Jansen van Ilpendam, for purposes of reference in connection with his official duties, and afterwards turned over with his records to Secretary Robert Livingston, of which more will be said later.

The career of this second notary public, Adriaen Jansen van Ilpendam, though less eventful, is hardly less interesting than Schelluyne's, being one of long and faithful service ending in tragic death. The name of Van Ilpendam first appears in the records of New Netherland under date of February 10, 1647, as that of one of the witnesses to the baptism of Pieter Swart, in the Reformed Dutch Church of New York. On August 19, 1649, Adriaen Keyser made out a certificate, stating that Van Ilpendam received no part of his father's estate, but on the contrary "kicked it away with his foot," an expression meaning that he renounced the right of succession, probably because the estate was incumbered with debts. The next day, Van Ilpendam gave a power of attorney to Sibout Claessen to receive whatever was due to him by inheritance from relatives at Leyden, and in this power of attorney he is described as " at present schoolmaster here on the island of Manhatans." Though evidently poor, he seems to have been well connected in Holland and there is every reason to suppose that he was a brother of Jan Jansen van Ilpendam, the commissary at Fort Nassau, on the Delaware river, whose widow on August 16, 1647, executed a power of attorney to Johannes de Laet at Leyden to settle her late husband's accounts with the West India Company. Adriaen van Ilpendam, who appears to have been a private master at New Amsterdam, left that place in 1650 or 1651, and came to the colony of Rensselaerswyck, where he succeeded Evert Noldingh as schoolmaster and taught for some time. He afterwards moved to Beverwyck, where in February 1652, he is referred to as clerk of the burgher company. On October 25, 1653, he received from Governor Stuyvesant a patent for a lot and garden at Beverwyck, which property, with the house thereon, he sold two years later to Adriaen Gerritsen van Papendorp, purchasing himself on February 28, 1656, the house, lot and garden of Jochem Wesselsen, the baker, for 1300 guilders. He paid

this sum in 1657 and the same year was the highest bidder at the sale of the brickyard of Madam Johanna de Hulter, the daughter of Johannes de Laet, who had recently become a widow and was on the point of returning to Holland, where she afterwards married Jeronimus Ebbingh. During all these years and as late as September 1660, Van Ilpendam seems to have taught school. Then, for a number of years, nothing is heard of him, till suddenly, on December 11, 1668, we find him and "divers others, his Ma^ties sworn subjects of the Dutch nation, inhabitants of New Yorke in America," petitioning the king of England for permission to sail with the ship "King Charles" to New York, the petitioners setting forth that relying on the grant of October 23, 1667, allowing three Dutch ships yearly to trade and traffic to and from New York, they had transported themselves into Holland during the past summer and freighted the ship "King Charles," which by order in Council of November 18, 1668, recalling his Majesty's permission, was detained at the Texel. Permission to sail having been granted, Van Ilpendam returned to New York and there secured from Governor Francis Lovelace a license to practise as a notary public. Just how he had acquired the necessary legal knowledge for this office is not clear, but as his disappearance from the records in 1660 coincides with the arrival of Dirck van Schelluyne as secretary of Rensselaerswyck, there is a possibility that for some years he acted as the latter's assistant or clerk and so trained himself for his later duties. During all the years that Van Ilpendam served as a notary in Albany, he seems to have enjoyed the respect of the community in which he lived. He continued to officiate during the brief period of Dutch reoccupation of the province in 1673–74, and on the arrival of Governor Edmund Andros he was confirmed in his office. Though in his official capacity he took part in all the important legal transactions of the period, nothing appears to have happened that affected him personally in any unusual way. Though the population of Albany increased, the official business of Van Ilpendam, as he grew older, seems to have become less and toward the end of his life, in letters to Mr Dammas Guldewaghen, secretary of the city of Haarlem, and Madam Sybingh, which have been preserved among his records, we find him repeatedly complaining of lack of money. Being in the habit of writing to these persons in connection with the collection of the interest on certain legacies left to him by relatives in Holland, he states in a letter of October 2, 1685, that he is now past 67 years of age and no longer able to earn much and therefore almost entirely

dependent on the interest which is due to him. These financial cares seem to have preyed on his mind and finally, not long before July 29, 1686, almost at the very time of the chartering of Albany as a city, which to him may have meant further curtailment of his business as thenceforth nearly all records were kept in English style, he committed suicide by hanging. On the date mentioned Jacobus de Beavoise (or de Beauvois) presented to the governor and council a petition "for possession of two houses & lots in Albany, late the property of Adrian Johnson van Elpendam (a suicide), the petitioner being a relative." Having on the 12th of August following proved to the satisfaction of the council that he was the nearest relative, the said De Beauvois, on August 16, 1689, gave a deed for the property to Johannes de Wandelaer, in which deed he is described as "Jacobus de Beauvois of Breuckelen, L. I., cooper, only son & heir of his dece'd Moyr Sophia Lodesteyn, & by her decease heir at law of his dec'd cousin Mr Adriaen van Ilpendam, as appears by testimony of Jacob Tyse van der Heyden & Johannes de Wandelaer, dated 22 Aug. 1686, sworn before Pr Schuyler, magistrate of this City." As for the records of Adriaen van Ilpendam, which run consecutively from July 12, 1669, to February 23, 1686, they passed into the possession of Jan van Loon, late coroner of the city, who on November 27, 1688, was ordered by the city magistrates to turn them over to Secretary Robert Livingston. This order, however, was not immediately complied with, for on June 24, 1701, the following resolution was passed by the mayor's court: "Since often complaints are made by diverse persones for want of certain writteings or other instruments writt by Mr Adriaen van Elpendam, late Notaris Publiq, now in hand of Mr John van Loon, alledging that they can not obtain such writteings from him, ye Gentn doe therefore require ye sd John van Loon to deliver to this Court on ye 22d of July next, all such deeds, writteings and other Instruments as he hath in hands, from sd van Elpendam, belonging to any Person or Persones, which he is in no ways to omit dated ye day and year aforesaid." On the date specified Van Loon again failed to turn over the papers, whereupon the court resolved "that a warrant be issued to sd van Loon to appear at ye next Mayors, to be held on ye 5th of Aug. ensueing, to deliver sd writteings according to ye late Resolution. N.B. Having had no opportunity to send ye sd warrant before ye 5th of August, is therefore inserted in sd warrant to appear on ye 2d of Sept. next." For some reason Van Loon once more failed to deliver the papers at the appointed time, but under date of January 20, 170½, we read in

the minutes: "This day appeared before this Court Mr John van Loon, and hath delivered into the office all such papers as he hath in his hands writt by Mr Adriaen van Elpendam relateing y^e^ publick, and thereby declared upon oath that he had no more such in his custody." Though in these minutes nothing is said about the records of Dirck van Schelluyne, it is not impossible, as suggested above, that they were included among Van Ilpendam's papers, a supposition which would be entirely natural if it could be definitely shown that Van Ilpendam had for a time acted as Van Schelluyne's clerk and taken over his practice in 1669.

Jan Juriaensen Becker, the third notary public whose papers are printed in this volume, was a man of rather different type from either Van Schelluyne or Van Ilpendam and had a checkered career. The first information we have about him is contained in a petition of August 24, 1656, in which he prays the director general and council for a salary as clerk at Fort Casimir, afterwards called New Amstel, on the South or Delaware river. Though this petition was granted, Becker seems to have been tempted to add to his income by engaging in the lucrative business of selling brandy to the soldiers of the garrison and to the Indians. This brought him into trouble with the authorities. In a letter of November 8, 1659, to Director Stuyvesant, Wilhelmus Beeckman, vice director of the colony of New Amstel, writes: "Coming back to Altena with our Sergeant from the aforesaid court-martial I found most of our soldiers intoxicated. I was told, that Jan Becker has at different occasions offered liquor to the fellows upon their accounts, which I have forbidden. Yesterday, an hour after evening the neighbors of Jan Juriaensen came and complained of the great noise made by drunken savages." Again, on January 14, 1660, Beeckman writes: "I have to inform your Noble Worship again of the irregularities of Jan Juriaen Becker in selling strong drinks. He incites the soldiers to drunkeness, as he offers to sell them brandy on account or to give them credit and some, principally of the new men, have already spent for drinks 2 or 3 months' wages, before they have been here 6 or 7 weeks, while he takes their bond, wherein is set forth, that he had advanced such a sum for the necessaries of life. I have secretly warned him not to do it, whereas they often come to the Fort at night singing and boisterous, also several times quarrels among them have been caused; nevertheless it was continued and I have finally been compelled, to forbid him not to sell any more strong drink by the small measure. Yet it goes on still, though recently." March 1, 1660, Fiscal Nicasius de Sille was sent to the

South river to prosecute the persons guilty of a murder committed upon three savages and in connection therewith he was instructed to inquire into the conduct of Becker and his wife and to examine Commissary Beeckman "why the said Jan Juriaensen Becker is not, for his assistance, employed as secretary or clerk, for which he was expressly sent and engaged. If he discovers any evidence, proof and sufficient reason for the one or the other he is to bring here the said Becker, that further proceedings and measures may be taken against him according to law and his deserts." The answer to this had already been given in the above-mentioned letter of January 14, 1660, in which Commissary Beeckman says: "I dare not let him come near to my papers, especially to copy letters and other things, for he is only a tell-tale: he does not perform any other service here, than to read aloud on Sundays, which I can have done by the Sergeant or any other. If your Honor required him at another place, I can, under correction, miss him here very well." De Sille evidently found sufficient evidence against Becker to warrant him in bringing the latter to New Amsterdam, for on April 1, 1660, Becker was indicted there for selling brandy to the savages, the fiscal demanding "that Jan Jurriaensen Beckker be brought to the place, where sentences are usually executed, be put there into the pillory with a brandy-measure around his neck and also be sentenced to pay a fine of five hundred guilders according to the Placats and to be banished this province, but be kept in prison provisionally, until your Hon^ble^ Worships' sentence or finding shall be executed." On April 12, 1660, the defendant denied "upon the true word of a man, that in contempt of your Noble Honorable Worships' placats he has sold brandy to the savages, much less made a profession of it, whereby he should, since a long time, have become notorious." He also offered a joint affidavit of three witnesses setting forth that liquor was openly sold to the savages in the colony of New Amstel as well as in and near Fort Altena and "that if the poor inhabitants of the colony did not sell or barter liquor to the savages for Indian corn, meat or other things, they would perish from hunger and distress." The director and council do not seem to have been very deeply impressed by this defense for they kept Becker provisionally imprisoned and on April 26th sentenced him to the payment of a fine of 500 guilders and degradation from his office as clerk and reader, at the same time ordering him and his wife as quickly as possible to break up their household and to remove from the South river, and furthermore to pay the

costs of the trial. This sentence, however, like so many others found in the court records of New Netherland, seems to have been passed largely *in terrorem,* for when on May 3d Becker presented a petition stating that this sentence would cause his total ruin, it was decreed that for reasons the petitioner was "relieved of the fine, provided that he arranges with the Hon^ble^ Fiscal for the costs and mises of the law." This marks the end of the first period of Becker's career. In accordance with this sentence he was forced to leave the South river and established himself at New Amsterdam, where on August 19th he presented to the director general and council the following petition to keep school:

To the Right Honorable, the Valiant Director General, and the Honorable Council of New Netherland:

Jan Juriaensen Becker, with due reverence, humbly shows, that owing to recent changes of fortune, he, the petitioner, not knowing what else to do, has engaged in the business of a tapster, in which he has invested nearly all his real and personal property for himself and his family; therefore, the petitioner applies to your honors, humbly beseeching and praying that your honors may please to look with compassion upon your petitioner (being a former employee of the company) and employ him as a clerk in the service of the company, either at the Esopus, here, or elsewhere, wherever your honors may think it advisable; or in case your honors for the present can not employ him in the service, that the petitioner may then be permitted to keep school, to teach the youth reading, writing, etc., upon which he awaits a favorable decision.

Your Honors' willing servant,
(was signed) J: BECKER

Done at Amsterdam, in New Netherland,
this day, 15 August 1660.

Voted to make this apostil: Fiat schoolkeeping. Done at Fort Amsterdam in New Netherland. Date as above.

Although thus authorized to keep school, Becker seems for a while to have continued in the business of a tapster for on August 31st he was fined 30 guilders for having entertained people in his tap house after nine o'clock and tapped during the sermon and 10 guilders for "having behaved offensively to the officer." Not unlikely, Becker never opened school in New Amsterdam, but came immediately to Beverwyck and there succeeded Van Ilpendam, who, as we have seen, is last mentioned as a schoolmaster under date of September 1, 1660. At all events, Becker seems to have taught school at Beverwyck before the surrender of the province to the

English in 1664, for in a license granted to him by Governor Lovelace on May 16, 1670, it is stated that "Whereas Jan Jeurians Beecker had a Graunt to keep y^e^ Dutch school at Albany for y^e^ teaching of youth to read & to wryte y^e^ which was allowed of and confirmed to him by my predecessor Coll. Richard Nicolls," implying that Nicolls found Becker in possession of a grant to teach school at Albany. The same license of 1670 provides that Becker "who is esteemed very capable that way shall be y^e^ allowed schoolmaster for y^e^ instructing y^e^ youth at Albany & partes adjacent he following y^e^ said Imployment Constantly & diligently & that no other be admitted to interrupt him It being to be presumed that y^e^ said Beecker for y^e^ youth & Jacob Joosten who is allowed of for y^e^ teaching of y^e^ younger children are sufficient for that place." Meanwhile Governor Lovelace had on November 1, 1669, also granted to Jan Juriaensen Becker a commission to be public notary at Albany, which reads in part as follows: "Whereas It is thought convenient that there should be a publique Notary at Albany as formerly in which place at present there is no person to Execute that office. . . ." How this statement is to be reconciled with the known fact that Adriaen Jansen van Ilpendam practised as a notary public at Albany as early as July 12, 1669, it is difficult to explain unless we assume that Governor Lovelace's commission merely quotes Becker's petition of an earlier date. Nothing seems to indicate that Becker exercised the functions of a notary public before September 10, 1684, when he was commissioned as such by Governor Thomas Dongan. The supposition is therefore not unwarranted perhaps that as long as Van Ilpendam remained in possession of the principal notarial business, Becker found it necessary to support himself by teaching school. That as such he was judged thoroughly capable we have seen from Lovelace's commission, but evidence is not lacking that also in other ways he had gradually won the respect and confidence of his fellow citizens. On September 29, 1689, he was chosen treasurer of the city of Albany, to succeed Jan Bleecker, who was named in the Dongan charter of July 22, 1686, "to be the present chamberlain or treasurer." May 27, 1691, Jan Becker was sworn as justice of the peace of the city and county of Albany and on October 14, 1692, he was once more sworn as city treasurer, in which office he was succeeded the next year by Johannes Appel. Becker was again sworn as treasurer on October 14, 1696, and October 14, 1697. He died in 1698 and was survived by two children, a son Jan, or Johannes, whose signature as a witness appears on most of the documents executed before the

elder Becker, and a daughter named Martina, who had married at Albany on September 3, 1692, Willem Hoogen, of Kings county. To Martina, who in an explanation attached to Becker's will of August 31, 1694, is described as a most devoted daughter, who "from her youth onward rendered great service in the household and to her mother, in health and sickness, yes, to the hour of her death, whereby she saved much money," Becker left his house and lot, one-half of the garden behind the old fort and most of his personal property, while to his son Jan he bequeathed the other half of the garden, his clothing and a sum of one hundred guilders in seawan. Another son of Becker and his wife Marie Adriaens, named Jeuriaen, who was baptized on September 1, 1660, at New Amsterdam, seems to have died young. On November 25, 1698, after Becker's death, an inventory was made of his papers at the house of his son-in-law Willem Hoogen. This inventory, which is printed at the beginning of Becker's record, gives a list of fifty-one documents, of which ten are at present in the Albany county clerk's office, nine being in the Notarial Papers that are printed in this volume, and the tenth, namely the will of Dirck Teunissen van Vechten, dated April 4, 1687, being in the volume of Wills, which will be printed later. On the date of the inventory, these fifty-one documents were entrusted to Johannes Groenendyck, sheriff, for safe keeping and on July 11, 1704, by order of Johannes Schuyler, mayor, they were with the exception of four papers (one of which is the above-mentioned will of Van Vechten) turned over to the clerk's office by Delia, Groenendyck's wife. Leaving these last papers out of account, it appears that there are now, according to the list, thirty-eight papers missing. Whether these disappeared at an early date with other records kept by Secretary Robert Livingston, or were lost in more recent times, is not known. Considering that practically all the papers of the Dutch notaries were originally in the form of loose sheets or separate quires, it is on the whole fortunate that so large a portion of the records has been preserved.

A word remains to be said in regard to the translations which, like those of the preceding volumes, were made many years ago by the late Prof. Jonathan Pearson of Schenectady. Throughout the volume these translations have been carefully revised by comparison with the originals in the Albany county clerk's office, many changes having been made in the text and many notes added. Names like Jansen and Cornelissen which Professor Pearson had written out in full, but which in the originals appeared like Jansz and Cornelisz,

the final *z* being not, as is sometimes thought, the first letter of the word *zoon,* but a general mark of contraction, the same as is used at the present day in the conventional symbol *viz,* for *videlicet,* have been spelt as in the original text, especial pains having been taken to reproduce as faithfully as possible the exact form of signatures. Marks used in the place of signatures have been rendered as in the preceding volume by a simple X, the value of such marks being considered no greater than that of actual signatures and therefore not calling for exclusive reproduction of the marks in facsimile. Practically all the material in the volume is new in the sense that it has not been printed heretofore, either in the original Dutch or in translation, the only exception being that three or four documents have in whole or in part been published in volume 13 of the *Documents Relative to the Colonial History of New York* and that brief entries of a few wills have appeared in the *Calendar of Wills,* 1626–1836, compiled by Berthold Fernow.

Of the historical value of the Notarial Papers enough has been said, but it may be added that their publication once more emphasizes the need of translation and publication of the court records for the corresponding period. As many of the bonds and contracts in the present volume were the result of judgments or afterwards gave rise to litigation and practically all the depositions in the volume were used in connection with judicial proceedings, it will be readily seen that the relation between the present papers and the court records is most intimate and that the full import of one set of records can not be understood without reference to the other.

January 1916 A. J. F. VAN LAER

COLLATION OF THE MANUSCRIPT

Both volumes of Notarial Papers are composites in the sense that each volume, besides the whole or the greater part of the record of one notary, contains a portion of the record of another notary and a few miscellaneous papers. The first volume consists largely of the record of Dirck van Schelluyne which is composed of four distinct registers or protocols, each covering approximately a year's time and having its own paging or numbering of documents and, except the first, also an index. In addition to these original series of numbers, the first volume has two systems of pencil pagings, one at the top and the other at the bottom of the volume, which differ from each other in that in the first system the blank pages are as a rule omitted, whereas in the second system they have been counted in. The second volume, which consists mainly of the record of Adriaen van Ilpendam, has no original paging, the documents being written on single or double sheets of paper which do not seem to have been bound together until a comparatively recent date. Throughout the volume there is a consecutive series of pencil numbers which, like that at the bottom of the first volume, takes account of the blank pages and appears to be in the handwriting of Professor Pearson. Contrary to what might be expected, Professor Pearson has in the text of the translations inserted the numbers which appear at the top of each volume, disregarding in so doing the more accurate pencil paging at the bottom of the first volume which he himself appears to have affixed. In the following synopsis of the contents of the Notarial Papers all three pagings of the first volume have been given for convenience of reference. The order of the synopsis is the same as that of the translations and differs from the actual arrangement of the original papers only herein that the documents on pages 1–2 and 173–84 (renumbered 496–97 and 19–30) of the first volume and on pages 115–269 of the second volume, which were misplaced in binding, have been restored to their proper chronologic places in the respective volumes.

Notarial Papers, volume 1

Part 1, protocol of Dirck van Schelluyne, August 17, 1660–December 31, 1661

Original paging	*Pencil paging at top*	*Pencil paging at bottom*
1	496	479
2 (blank)	497	480
3–18	(3–18)[a]	3–18
19–22	31–34	31–34
23–24 (missing)	.....	.....
25–39	35–49	35–49
40 (blank)	.....	50
41–63	50–72	51–73
64 (blank)	.....	74
65–69	73–77	75–79
70 (blank)	.....	80
71–75	78–82	81–85
76 (blank)	.....	86
77	83	87
78 (blank)	.....	88
79–89	84–94	89–99
90 (blank)	.....	100
91	95	101
92 (blank)	.....	102
93	96	103
94 (blank)	.....	104
95–99	97–101	105–109
100 (blank)	.....	110
101	102	111
102 (blank)	.....	112
103–72	(103–72)[b]	113–82
173–84	19–30	19–30
185–87	173–75	183–85
188 (blank)	.....	186
189–95	176–82	187–93
196 (blank)	.....	194
197–204	183–90	195–202

[a] No actual pencil paging, the original paging taking its place. Between this group and the next are inserted by mistake pages 173–84, now numbered 19–30, which are noted below.

[b] No actual pencil paging, the original paging being left to do duty instead.

Part 2, protocol of Dirck van Schelluyne, January 7–December 19, 1662

Original numbers referring to documents	*Pencil paging at top*	*Pencil paging at bottom*
1–30	191–221	203–33
30 (repeated)–75	222–67	234–79
76–93	268–85	270–87
94 (blank page)	286	288
Index to part 2	287–88	289–90
Blank	289–90	291–92

Part 3, protocol of Dirck van Schelluyne, January 13–December 29, 1663

Original numbers referring to documents	*Pencil paging at top*	*Pencil paging at bottom*
1–11	291–310	293–312
Index to part 3	311–12	313–14
12–36	327–63 (364 omitted)	315–51
37–64	365–402	352–89
Blank	403	390

Part 4, protocol of Dirck van Schelluyne, January 16–November 24/December 4, 1664

Original numbers referring to documents	*Pencil paging at top*	*Pencil paging at bottom*
Index to part 4	404–405	391–92
1–12, 14–48	406–77	393–464
13	482	465
Blank	483	466

Part 5, minutes of Adriaen van Ilpendam and other papers, February 25/March 7, 1667–November 1, 1696

No original paging	*Pencil paging at top*	*Pencil paging at bottom*
Document attested by V. I. Aug. 16, 1669	484–85	467–68
Document written by V. S. February 7/March 25, 1667[a]	486–87	469–70

[a] Evidently a mistake for old and new style date February 25/March 7, 1667.

No original paging	*Pencil paging at top*	*Pencil paging at bottom*
Document attested by V. I. Feb. 18, 1667/8	488	471
Blank page	489	472
Document attested by Willem Bogardus, Oct. 23, 1668	490–91	473–74
Blank pages	492–93	475–76
Document attested by V. I. July 12, 1669	494–95[a]	477–78
Record of V. I., June 22, 1670–Nov. 11, 1675	498–545	481–528
Blank pages	546–47	529–30
Letter from V. I. to Dammas Guldewaghen, June 19, 1676	548	531
Same to same, Sept. 19, 1678	549	532
Letter from V. I. to Jan Sybingh, June 19, 1676	550	533
Same to same, Sept. 19, 1678	551	534
Record of V. I., April 8, 1676–Jan. 29, 1676/7	552–603	535–86
Agreement between Cornelis Michielsen and Jan van Loon, Nov. 1, 1696	604	587
Blank page	605	588
Record of V. I., Jan. 6–12, 1676/7	606–16	589–99

Notarial Papers, volume 2

Part 1, minutes of Adriaen van Ilpendam and other papers, November 26, 1669–February 23, 1685/6

	Pages
Record of V. I. Nov. 26, 1669–Sept. 15, 1676	115–269
Record of V. I. Jan. 6, 1676/7–Mar. 16, 1679/80	1–113
Blank page	114

[a] For pages 496–97, forming first leaf of the record of Dirck van Schelluyne, see beginning of the list.

	Pagse
Record of V. I. Feb. 24, 1679/80–May 26, 1680	270–86
Blank page	287
Letter from V. I. to Dammas Guldewaghen, Nov. 4, 1681	288–89
Same to same (Oct. or Nov.) 1682	290
Blank page	291
Record of V. I. June 2, 1680–June 9, 1685	292–512
Blank pages	513–15
Letter from V. I. to Madam Sybingh, Oct. 2, 1685	516–17
Blank pages	518–19
Record of V. I. June 1, 1685–Feb. 23, 1685/6	520–32
Blank pages	533–35
Document attested by Robert Livingston, Dec. 13, 1684	536–37
Blank pages	538–39

Part 2, minutes of Jan Becker, April 2, 1685–July 23, 1690

Dates of documents	*Pages*
April 2, 1685	540–42
Blank	543
Oct. 19, 1686	544–45
April 30, 1687	545
Feb. 26, 1689/90	546–48
Blank	549
Mar. 7, 1688/9	550
Blank	551
Mar. 24, 1685 [1685/6?]	552–54
Blank	555
April 23, 1689	556–58
Blank	559
July 23, 1690	560–61
Blank	562–63
June 24, 1690	564–66
Blank	567
Sept. 1, 1685	568–70
Blank	571
Nov. 6, 1689	572–74
Blank	575
Document attested by Robert Livingston, April 7, 1695	576–77

NOTARIAL PAPERS

Volume I

1660–1677

Bond of Isbrant Eldertsen to Adriaen Jansen Croon

[1] [1][On this day, the] 17th of August 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Isbrant Eldertsz, dwelling in the colony of Rensselaerswyck, who acknowledged that he was well and truly indebted to Adriaen Jansz Croon in the sum of thirty-two guilders or four good beavers reckoned at eight guilders apiece, growing out of the matter of wages earned of the subscriber to his satisfaction, which said four good beavers he, the subscriber, promises to tender and pay to said Adriaen Jansz Croon or order punctually in or before the month of July 1661, binding therefor his person and property, nothing excepted, subjecting the same to all courts and judges. Thus done and executed in the colony of Rensselaerswyck, in presence of Mr Cornelis van Breuckele and Claes Jacobsz, master carpenter, called as witnesses hereto.

Corne. van Sch[lick] [2] This mark X was made by Isbrant
Claes Jacobse [3] Eldertsz, aforenamed
D. V. Schelluyne, *Not. Pub.*
1660

Lease of a farm at Claverack from Abraham Staets to Christoffel Davidts and Henrick Eyed

[3][4] On this day, the 17th of August 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Abraham Staets, trader in Beverwyck, of the first part, and Christoffel Davidts [5] and Hendrick Eets,[6] farmers, of

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[1] The first leaf of the volume has by mistake been bound after page 495, the recto and verso being renumbered in pencil 496 and 497.

[2] Cornelis Anthonissen Schlick, from Breuckelen; see *Van Rensselaer Bowier Mss*, p. 255–56, 809.

[3] Claes Jacobsen Groesbeek, *alias* van Rotterdam.

[4] Page 2, renumbered in pencil 497, is blank. An abstract of this lease is in *Doc. Rel. to Col. Hist. N. Y.*, 13:186.

[5] An early settler of Rensselaerswyck and afterwards of the Esopus. About him, see *Van Rensselaer Bowier Mss*, p. 819–20, and *Olde Ulster*, 1914, 10:97–108.

[6] Nothing seems to be known about this man. To judge from his signature, he was probably a Scandinavian.

the second part, who acknowledged, he, the aforesaid Mr Abraham Staets, that he had leased, and they, Christoffel Davids and Hendrick Eets, that they had hired of him a certain farm belonging to the lessor, lying in the Claverack,[1] known to the lessees, for the period of three following years beginning on the first day of October next ensuing and ending on the last day of September A°. 1663, upon the following conditions:

The lessor promises to deliver to them with the farm four oxen, the risk whereof, save in case of manifest neglect, shall be borne equally by both parties; six cows at halves as to the increase according to the custom of this country; six sows, for each of which the lessees shall each year deliver to the lessor a shoat to be selected in the month of September and which from that time shall be at the risk of the lessor, and if the lessor leave the shoats there for the winter he shall satisfy the lessees therefor.

The lessor also promises to deliver to the lessees the farming implements which are on the farm and which they need, whereof an inventory shall be made.

The lessees shall be holden at their own expense to build up with stone the cellar walls under the dwelling house.

And as rent and for the use of the aforesaid farm the lessees promise to pay, making themselves as principal lessees jointly and severally liable for the whole, the first two years 150 guilders each year and the third year 200 guilders, each time punctually.

[4] Finally, it is covenanted and agreed that while the lessor is to deliver the aforesaid farm provided with a good fence, a comfortable dwelling house, together with barn, rick and farm implements in good condition and repair, the lessees shall be holden to keep the same in repair and at the end of their lease to deliver everything back in as good condition as they received it at the beginning of the lease. Furthermore, the lessor promises to make just compensation for whatever improvements the lessees may make to the farm,

[1] March 25, 1667, Captain Abraham Staets received confirmatory patent for "a certain Neck of Land, neare unto Albany, commonly called and knowne by the Indyan name of Cickhekawick, lying and being on the North side of Kleverack, on the East side of the River, Striking along the great Kill, to the first great fall of water, and from thence to the ffishing place, where there is a Tree Mark't with the Letter A, Bounded on the one side, by the River, and on the other by the great Kill, containing two hundred Acres of Land, or there about, bee it more or lesse; which said Neck of Land, Cap^{t} Abraham Staets did heretofore Purchase of the Native Indyan Proprietor^{rs}, by the Approbacon and consent of the late Dutch Governor Petrus Stuyvesant, and had also a Patent or Groundbriefe, for the same, bearing date the 17th day of March 1654." E. M. Ruttenber, *Indian Geographical Names*, p. 56, referring to this patent of March 25, 1667, says "Major Staats had made previous settlement on the tract under lease from Van Rensselaer." This is apparently an error.

dwelling house, barn and rick; likewise, in case of deterioration, the lessees are to be indebted and liable for the same to the lessor according to the finding of impartial men mutually chosen thereto by the parties.

For the performance and fulfilment of what is hereinbefore written, parties on both sides, each as far as he is concerned, bind their persons and estates, nothing excepted, subject to all courts and judges.

Thus done and delivered in Beverwyck in New Netherland, in the presence of Mr Jacob de Hensie, chirurgeon, and Pieter Loockermans, as witnesses hereto called.

ABRAM STAAS

J. Dehinsse
Pieter Loockermans

This mark C D was made by Christoffel Davidtsz, aforesaid
HENRJCK EYED

D. V. SCHELLUYNE, *Not. Pub.*
1660

Settlement of accounts between Dirck Jansen Croon and Jan Nack

[5] On this day, the 21st of August 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Dirck Janssz Croon[1] and Jan Nack,[2] who acknowledged that he, Jan Nack, having faithfully served him, Croon, now for three years according to contract dated the 27th of February 1657, they, the appearers, had completely adjusted and settled accounts with each other regarding the hire or wages which he, Jan Nack, has earned of him, Croon, during the three years, as follows:

Jan Nack acknowledges hereby that Dirck Jansz Croon has paid on his account at Amsterdam in Holland, in Holland money

to his mother	the sum of	fl	30
	also	fl	40
to himself there		fl	10
and also		fl	50
Total in Holland money		fl	130

[1] Dirck Jansen Croon was a carpenter by trade; see *Van Rensselaer Bowier Mss*, p. 840.

[2] Jan Nack is referred to in the city records under date of November 7, 1689, as a trader and gunstockmaker. He was at that time one of the "assistants," or members of the common council, and refused to support the city government in opposing Jacob Leisler and his party; see Joel Munsell, *Annals of Albany*, 2: 112.

paid to him here forty-one and a half beavers, agreed upon together at seven guilders the beaver, amounts to	fl	290–10
So that Jan Nack must yet have from Dirck Jansz Croon according to the said contract, in Holland money, clear	fl	179–10
Total	fl	600–0

Which said one hundred and seventy-nine guilders and ten stivers Dirck Jansz Croon promises to pay him in Holland when he shall have safely arrived there; but as on the other hand Dirck Jansz Croon must have of Jan Nack ten and a [6] quarter beavers, there will be retained and deducted from the fl 179, 10 due to Jan Nack so much as the beavers shall sell for in Holland this year.

Wherewith they, the appearers, shall be fully paid and satisfied, neither party having any further claim against the other, and they promise that they will never do nor cause to be done anything contrary hereto in any manner, either by or without resorting to law, for which they bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in the colony of Renselaerswyck in the presence of the Honorable Jeremias van Renselaer, director of said colony, and Jacob de Hinsse, chirurgeon, as witnesses hereto called.

Dirck Jansen Croon
Jan Nack

Jeremias van Rensselaer
J. Dehinsse, chirurgeon

D. V. Schelluyne, *Not. Pub.*
1660

Power of attorney from Rutger Jacobsen to Capt. Thomas Willet, Cornelis Steenwyck and Johannes Withart to sell his real estate on Manhattan island

[7] On this day, the 21st of August 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Ruth Jacobsz, trader in Beverwyck, and declared that by these presents he constitutes and appoints the Honorable Capt. Thomas Willet, Cornelis Steenwyc, schepen of the city of Amsterdam in New Netherland, and Johannes Withart, trader, jointly and severally his special attorneys to sell the principal's

house, lot and land on Manhatans island, according to the patents and muniments [of title] thereof, to the best advantage of the principal, whether by private contract or at vendue and public sale to the highest bidder;[1] thereafter the stipulated or promised purchase money to receive, acquittance for the same to grant, the ownership of said house, lot and lands to vest in the buyer and the principal to divest and dispossess thereof and furthermore all things to do that may be needful or to them may seem advisable; promising at all times to hold valid whatever shall be done and performed in the matter by said attorneys, without any contradiction; it being provided that the attorneys shall recover and take out of the proceeds of the sale of said house, lot and lands the amount which he honestly owes them, each *pro rata* to his debt; if the amount falls short the principal promises to make up the rest, if there is anything left the attorneys shall turn over the balance or the surplus to the principal together with a proper accounting of their transactions and receipts. Done and delivered in the village of Beverwyck, in the presence of Folckert Jansz and Barent Reyndertsz as witnesses hereto called.

RUTGER JACOBSZ

Volckart Jansz
Barent Reyndersz

D. V. SCHELLUYNE, *Not. Pub.*

1660

Power of Attorney from Sander Leendertsen Glen to Capt. Thomas Willet to sell his house and lot in the Smits Valey on Manhattan island

[8 blank; 9] On this day, the 23d of August 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Sander Leendertsz Glen, trader, dwelling in Beverwyck, who declared that by these presents he constitutes and appoints the Honorable Capt. Tomas Willet his special attorney for the best advantage of the principal to sell his house and lot lying in the Smits Valey on the island of Manhatans wherein at present Lauris Cornelisz van[de] Well dwells, for not less than the sum of two thousand guilders, the more the better; therefore, the ownership of said house and lot in the buyer to vest and him, the principal, to divest and dispossess thereof, the stipulated purchase money to receive, acquittance thereof to grant, and in case the attorney can not sell said house and lot in accordance with the above conditions,

[1] In the margin is written, but canceled: "the principal binding himself and guaranteeing that the house, lot and lands shall be delivered to the purchaser free and unincumbered."

the same to lease to the best advantage of the principal and the rent to receive, and furthermore all things to do, perform and transact which may be needful and by him deemed advisable, [the principal] promising at all times to ratify whatever by virtue hereof may be done and performed in the matter aforesaid by the said attorney, without contradiction, provided that the attorney be holden to make a proper return of his transactions and receipts. Done and executed in Beverwyck in New Netherland, in presence of Toomas Paul and Jan Albertsz,[1] master shoemaker, as witnesses hereto called.

SANDER LENRSEN

Thomas Powell
Jan Albars

D. V. SCHELLUYNE, *Not. Pub.*
1660

Power of attorney from Hans Coenraetsen to his wife

[10 blank; 11] On this day, the 24th of August 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Hans Coenraetsz,[2] late cadet in the service of the honorable West India Company here in New Netherland, and declared that by these presents he constitutes and appoints Barentge Straetskerke,[3] his wife, his special attorney to obtain at the office of the honorable director general of New Netherland a settlement of accounts of the wages and pay due to him for his services in the capacity aforesaid; therefore, payment of the same to solicit and receive, acquittance for the same to execute and furthermore all things to do, perform and transact which may be needful and which she may deem advisable; [the principal] promising at all times to ratify without contradiction whatever his said wife in the matter aforesaid shall do and perform. Done and executed in the colony of Renselaerswyck in New Netherland, in presence of Schepen Corn. Steenwyck and Jean Labatie, as witnesses hereto called.

This mark H was made by HANS KOENRAETSZ himself

Witnesses
Cornelis Steenwyck
Jan Labatie

D. V. SCHELLUYNE, *Not. Pub.*
1660

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[1] Jan Albertsen van Steenwyck; see p. [86].
[2] Hans Coenraets from Neurenburch, or Nuremberg, in Vavaria; see p. [51].
[3] Straetskerke is a colloquial form of the name of the village of 's Heer-Arendskerke, on the island of South-Beveland, in the province of Zealand.

Power of attorney from Pieter Andriaensen Soogemacklyck to Tielman van Vleek, notary public at New Amsterdam, to collect certain debts

[12 blank; 13] On this day, the 24th of August 1660, before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, appeared Pieter Adriaensz *alias* Soogemackelick,[1] who declared that by these presents he constitutes and appoints Mr Tieleman van Vleek, notary at New Amsterdam in New Netherland, his special attorney to demand, collect and receive from various persons dwelling there and thereabouts such sums as they owe him according to the assignments sent to him herewith; therefore, acquittance for receipts to grant, and in case of refusal to force the delinquents to pay by rigor of law and justice; to this end all legal steps to observe until judgment and final execution thereof; and furthermore all things to do, perform and execute which may be needful and to him seem advisable; the principal promising at all times to hold valid without any contradiction whatever the attorney may do in the matter aforesaid, provided that the attorney shall be bound to turn over the proceeds to Mr Gouert Loockermans and to render to the principal a proper accounting, statement and settlement, when requested. Done and executed in the colony of Renselaerswyck, in the presence of Mr Gerard Swart, schout of said colony, and Mr Jan V[er]beeck, magistrate in Fort Orange, as witnesses hereto called.

PIETER ADR[I]AENSEN SOOGEMACKLICK

G: Swartt
Jan Verbe[ec]k

D. V. SCHELLUYNE, *Not. Pub.*
1660

Assignment of debts by Evert Nolden to Jan Bastiaensen van Gutsenhoven

[14 blank; 15] On this day, the 25th of August 1660, before me, Dirck van Schelluyne, notary public, and before the hereinafter

[1] Pieter Adriaensen, *alias* "So-easy." He was an innkeeper at Beverwyck and came from Woggelum, a small place near Alkmaar, in the province of North Holland. According to notes by Professor Pearson, in *Early Records of Albany*, 1:230, 234, he had a brother Jacob Adriaense Soogemackelyck, who was also an innkeeper and in partnership with him. This, however, is believed to be a mistake, as in the documents printed on these pages the names Jacob and Pieter seem to be used interchangeably and to refer to the same person. See also same volume, page 253, where the name "Soogemackelyck" has been supplied, although Jacob Adriaensen van Utrecht was probably the man referred to.

named witnesses appeared Evert Noldingh,[1] who declared that by these presents he grants, transfers and absolutely makes over to and for the behoof of Mr Jan Bastiaensz van Gutsenhoven[2] the debts which the hereinafter named persons owe him, viz:

Albert Andriesz Noorman	fl 4–10
Aert van Twieler	6
Arent van den Berch	13
Albert Gerritsz	10–8
Casper the skipper[3]	3–15
Eldert Gerbertsz Cruyff	30–2
Claes *de Goyer*[4]	4–10
Arent van Curlar	3–12
Evert Pels	12–2
Frans Pietersz *alias kint van weelden*[5]	73–10
Harmen Bastiaensz	22–18
Jan Tymensz	2–18
Jan Machielsz[6]	8–8
Jan Cornelissz, carpenter	50–9
Jan Helmensz *alias Jan de Bock*[7]	146–6
Jillis Pietersz, carpenter[8]	4–19
Jacob Loockermans	10–12
Jan Roeloffsz	4–12
Jan Pietersz, tailor[9]	9–15
Jochem Ketel[10]	12–12
Jacobus Looper[11]	18–4
[16] Jan Barentsz, carpenter[12]	4–4

[1] Evert Noldingh, or Nolden, was licensed as a schoolmaster in Rensselaerswyck in 1648.

[2] Jan Bastiaensen van Gutsenhoven, or Gudsenhoven, was an agent of Messrs Momma, of Amsterdam, Holland. He died in the colony in 1666 or 1667.

[3] Casper Jacobsen Hollenbek?

[4] Claes Andriessen, from Hilversum, in the Gooi, province of North Holland, hence called "the Goyer."

[5] Frans Pietersen Clauw, or Klauw. "We came to a creek where, near the river, lives the man whom they usually call The Child of Luxury (*'t Kind van Weelde*), because he formerly had been such an one, but who now was not far from being the Child of Poverty (*'t Kind van Armoede*), for he was situated poorly enough." See *Journal of a Voyage to New York*, in 1679–80, by Jaspar Dankers and Peter Sluyter, translated by Henry C. Murphy, in *Memoirs of the Long Island Historical Society*, 1:321; recently reprinted under the title *Journal of Jasper Danckaerts*, in series of "Original Narratives of Early American History," p. 217–18. See also Munsell's *Collections*, 2:372.

[6] Jan Michielsen, from Edam. He was a tailor by trade and came to Rensselaerswyck in 1638. See *Van Rensselaer Bowier Mss*, p. 818–19.

[7] Not "Jan de Boek," as given in *Early Records of Albany*, 1:245. As elsewhere appears a "Jan with the beard," who may be the same person as "Jan de Bock," it is not unlikely that this word "Bock," meaning buck, or goat, was applied to him as a nickname on account of a peculiarly shaped beard.

[8] Jillis Pietersen Meyer; see *Early Records of Albany*, 1:130–31.

[9] Jan Pietersen Mulder?

[10] Jochem Ketelhuyn, or Ketelheim.

[11] Jacobus Teunissen, *alias* de Looper; see *Early Records of Albany*, 1:246.

[12] Professor Pearson here supplies the name of "Wemp," but Jan Barentsen Wemp was not a carpenter. The man referred to was probably the Jan Barentsen who signs as a witness to two powers of attorney, printed in *Early Records of Albany*, 1:254.

Cornelis Segersz[1]	28–15
Cornelis Segers, the younger	2–14
lange Jacob, who lives with (or near?) van Nes[2]	9
Jan Labatie	1–16
Luycas Eldertsz	4–18
Phillip Pietersz Schuyler	5–7
Tomas Coningh	9–12
Pieter Loockermans, carpenter	25–10
Pieter *de lange Goyer*[3]	20–18
Steven Jansz	32
Tomas Jansz, skipper	8–19
Tomas Chambur[4]	4–9
Tys *de Goyer*[5]	5
Teunis Cornelisz	2– 8
Hendrick Fredricxsz	21–17
Teunis Dircxsz	2– 8
Reynier, carpenter[6]	9–10
Meus Hoogeboom	30– 1
	f 691–18

which aforesaid sums (being honestly due as vouched for by the appearer) the aforesaid Jan Bastiaensz shall collect and receive as his own absolute property, in part payment of what the appearer owes him, without the appearer having any further claim whatsoever thereon, promising nevermore to do nor cause anything to be done contrary hereto in any manner, for which he binds his person and estate, nothing excepted, subject to all courts and judges. Done and [17] delivered in the colony of Renselaerswyck in the presence of Mr Arent van Corlaer and Mr Jan Tomasz, trader, as witnesses hereto called.

Evert Nolden

A. van Curler
Jan Thomasz[7]

D. V. Schelluyne, *Not. Pub.*
1660

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[1] Cornelis Segersen van Voorhout.

[2] Long, or tall, Jacob, referring to Jacob Hevic. See *Early Records of Albany, 2*: . Van Nes refers probably to Cornelis Hendricksen van Nes.

[3] Professor Pearson adds in brackets "the long thrower," but as shown above, *Goyer* refers to a man from the district of *Het Gooi*, or *Gooiland*, in the province of North Holland.

[4] Thomas Chambers.

[5] Tys Evertsen; see *Early Records of Albany*, 1:499.

[6] Reynier Wisselpenninck.

[7] Jan Thomassen from Witbeeck, or Wittbek, in Holsteyn. Cf. his signature in *Notarial Papers*, 2:105.

Power of attorney from Gerrit van Slichtenhorst and Philip Pietersen Schuyler, son and son-in-law of Brant Aertsen van Slichtenhorst, to Meyndert Andriessen, to represent them at the settlement of their father's estate

[31] [1] On this day, the 26th of August 1660, before me, Dirck van Schelluyne, notary public admitted by their High Mightinesses the States General of the United Netherlands, residing in the colony of Renselaerswyck, and before the hereinafter named witnesses, appeared Mr Gerrit van Slechtenhorst, son of, and Phillip Pietersz Schuyler, husband and guardian of Margarita van Slechtenhorst, daughter of Mr Brant Aertsz van Slechtenhorst, residing in the village of Beverwyck near Fort Orange in New Netherland, and declared that they hereby constituted and appointed Meyndert Andriesz, said Schuyler's cousin, dwelling in the *Nieu straet* at Amsterdam in Holland, their special attorney, in case of the death of the said principals' father Mr Brant Aertsz van Slechtenhorst aforesaid, dwelling at Amersfort, or at Nieukerck in Gelderlant (whether he be already dead, in view of his age and the fact that the principals have not heard or received any letters from him, or else when he shall die during the lifetime of the principals or their children), to claim their share of the estate of the aforesaid Slechtenhorst and then with the other heirs to proceed to the division, distribution and final settlement of the estate, with the person or persons left in possession of the same, Pieter Verschuyr, or others who may have or obtain the administration thereof; to receive the said principals' distributive and legitimate portions of the inheritance, whether *ab intestato vel ex testamento*; to grant acquittance for receipts, to release from further claims and in case of refusal to enforce the principals' rights by rigor of law and justice, prosecuting the case to judgment and final execution thereof, [32] according to the usage of the place; with power to compound, agree, and compromise; and furthermore all things to do, perform and transact which may be needful and seem proper to him; the principals promising at all times, to hold valid whatever may be done and performed in this matter by their aforesaid attorney, without any gainsay; provided the attorney be held, when requested, to make a

[1] This page was originally numbered 19, but is now marked in pencil 31, pages 173–84 having by mistake been bound after page 18 (which is blank) and been renumbered 19–30. Though for reasons explained in the preface the consecutive pencil paging adopted by Professor Pearson has been retained, pages 173–184 (19–30) have in this translation been restored to their proper chronologic place and will therefore be found printed after page [172].

proper return of the aforesaid transactions and receipts. And whereas the principals are advised that the aforesaid Verschuyr has in his possession the greater portion of the effects of their aforesaid father, and does not dispose of the same to the best advantage, therefore the aforesaid attorney will please see to this also for the protection of the principals' rights.

Thus done and executed in Beverwyck in New Netherland, in the presence of Gelyn Verplancken and Hendrick Arentsz, skipper of the sloop *Princess,* as witnesses hereto called.

Geleyn Verplanck GERRIT VAN SLICHTENHORST
Hendrick Arentsz PHILIP PIETERS SCHUYLER
D. V. SCHELLUYNE, *Not. Pub.*
1660

Assignment by Aert Piertersen Tack of part of his grandfather's inheritance in payment of money received by him from Jan Hendricksen van Bael

[33] On this day, the 23d of October 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Aert Pietersz Tack, born at Etten in the barony of Breda in Brabant, dwelling in the colony aforesaid,[1] who declared that he hereby granted, assigned and made over in true, rightful and absolute ownership to Jan Hendricxsz van Bael, trader here, a certain sum of two hundred Carolus guilders at xl groats apiece, Holland money, in gold or silver specie, being a part of a larger sum to be claimed by and due to the appearer from his brother Cornelis Pietersz Tack, dwelling at Etten aforesaid, on account of the inheritance coming to him by virtue of the will of his late grandfather, Teunis Crynen, deceased, at Etten aforesaid, and in possession of his aforenamed brother; to this end giving to the aforenamed Van Bael, or to the lawful bearer hereof, full power and authority to demand, collect and receive said sum, as his own property acknowledging that he is fully paid to his content and satisfaction by the hand of the aforenamed Van Bael in good strong seawan the sum of two hundred and fifty guilders; promising furthermore that in case the aforesaid two hundred guilders Holland money be not paid at sight hereof, or at farthest, within six weeks thereafter, the same shall be paid [34] here with exchange and reexchange, binding therefor his person and estate, nothing

[1] Colony of Rensselaerswyck.

excepted, subject to all courts and judges. Thus done and executed in the colony of Renselaerswyck in New Netherland, in presence of Jan Willemsz Schoon, farmer, and Herman Bastiaensz,[1] master carpenter, as witnesses hereto called.

This is the mark X made by AERT PIETERSZ TACK, aforesaid

This is the mark X made by *Jan Willemsz Schoon*, aforesaid

Harmen Bastiaens

D. V. SCHELLUYNE, *Not. Pub.*
1660

Power of attorney from Isaac Vermeulen to Andries de Haes

[35][2] On this day, the 28th of October 1660, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Isaacq Vermeulen dwelling in the village of Beverwyck, and declared that by these presents he constituted and appointed Andries de Haes, baker, residing at Amsterdam in New Netherland, his special attorney to demand, collect and receive of skipper Reyndert Pietersz,[3] the quantity of nine hundred pounds of good Virginia tobacco, to be received subject to the inspection by two impartial persons, growing out of the sale and delivery of three hogsheads of French wine; therefore to grant acquittance for the receipt thereof and in case of refusal to force him to pay by legal process and rigor of justice; in pursuance whereof all terms of the courts to observe until sentence and extreme execution be had, with power if need be to substitute another person in his place; furthermore, all things to do, transact and perform which may be needful and he may deem proper; the appearer promising at all times to hold as valid whatever may be done and performed in this matter by the aforenamed attorney, or his substitute, without any contradiction, provided that the attorney be holden when required to make a proper return of his aforesaid transactions and receipts. Thus done and executed in the colony of Renselaerswyck, in the presence of Mr Joannes Verbeeck and Adriaen Appel, as witnesses hereto called.

J. VERMEULEN

Jan Verbeeck

A. Appel

D. V. SCHELLUYNE, *Not. Pub.*
1660

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[1] Harmen Bastiaensen Visscher.

[2] Between pages 34 and 35, which were originally numbered 22 and 25, there is one leaf wanting.

[3] With Jacob Gevick (Hevick), he purchased Pieter Bronck's brewery in 1662. He died about 1673. See *Early Records of Albany*, 1:92, 305.

Deposition of Marten Cornelissen van Ysselsteyn as to remarks made by Harmen Harmensen at Bethlehem about Claes Bever

[36] On this day, the 28th of October 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Marten Cornelissz,[1] farmer, dwelling in the colony of Renselaerswyck (being of competent age), who at the request of Claes Bever declared it to be true to his certain knowledge that on Friday last, a week ago, being in a tavern and holding conversation with Harmen Harmensz,[2] brewer, at Betlehem, concerning the requirer [Claes Bever], he, the deponent, among other things said: "It may well be that the requirer has been a shepherd or a swineherd, but not as far as he [Marten Cornelisz] knows." On the contrary, he declares that he knew him many years in his youth at Houten, in the bishopric of Utrecht, having been brought up with him in the same neighborhood, and that he never had seen or heard that he had herded hogs or sheep; also that he is ready when requested to confirm the foregoing if need be by oath. Thus done and executed in the colony of Renselaerswyck in New Netherland, in presence of Arien Appel and Teunis Jacobsz, beer worker,[3] as witnesses hereto called.

A: Appel
Tuenes Jacobse

This is the mark X made by Marten Cornelissz, aforenamed
D. V. Schelluyne, *Not. Pub.*
1660

Contract between Folckje Jurriaens, wife of Jan van Hoesen, and Seger Cornelissen in regard to the purchase of wheat

[37] On this day, the 28th of October 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Folckie Jurriaensz, wife of Jan van Hoesen, dwelling in Beverwyck, of the first part, and Seger Cornelisz, farmer, dwelling in the colony of Renselaerswyck, of the second

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[1] Marten Cornelissen van Ysselsteyn, near Houten, in the province of Utrecht. He was also known as "Black Marten," and must not be confused with Marten Cornelissen, the son of Cornelis Maessen van Buren. See *Van Rensselaer Bowier Mss,* p. 180–81.

[2] Harmen Harmensen Gansevoort.

[3] *Bierwercker.* Two brothers, Rutger and Teunis Jacobsen van Schoenderwoert, came out to Beverwyck at an early day; the former was a brewer; his descendants assumed the surname of *Rutgers* and removed to New York. The latter (Teunis) remained in Albany and his descendants took the surname *Van Woert;* he married Sara Denys in New Amsterdam, April 19, 1650, and left one son, Jacob, from whom have sprung the Van Woerts of Albany county. J. P.

part, and declared that they, the appearers, had contracted and agreed with each other in the manner following: Seger Cornelissz promises to deliver next winter, at the latest before the month of May 1661, to Folckie Jurriaensz aforenamed the quantity of three hundred skipples of winter wheat the skipple reckoned at three guilders, for which she, Folckie Jurriaense, promises to pay to said Seger Cornelissz, on his order, on or before the 1st of June 1661, punctually and without further delay, the quantity of one hundred and twelve and a half good, merchantable winter beaver skins, reckoned at eight guilders a piece (whole); thereto binding their persons and estates, nothing excepted, subject to all courts and judges. Appeared likewise Adriaen Symonsz, trader, at present here, dwelling at Amsterdam in New Netherland, who declared that in connection with the foregoing agreement he becomes surety and coprincipal for the full satisfaction and payment of the aforesaid one hundred and twelve and a half beaver skins, on the day of payment aforesaid, renouncing therefore the *beneficium ordinis* [38] *et excussionis,* the effect whereof he understands, binding and subjecting himself as above. Thus done and executed in Beverwyck in New Netherland, in presence of Mr Phillip Pietersz Schuyler and Jurriaen Teunisz, innkeeper, as witnesses hereto called.

Philip Pieterse Schuyler
Jureyaen Tunsen[2]

This mark X was made by Folckie Jurriaensz, aforesaid
This mark X was made by Seger Cornelisz,[1] aforesaid
Aryan Symense
D. V. Schelluyne, *Not. Pub.*
1660

Deposition by Jacobus de Looper and Robert Sanders about a wager between Harmen Harmensen and Claes Bever

[39] On this day, the first day of November 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Jacobus de Looper[3] and Robbert Sandersz, both of competent age and dwelling at Beverwyck, who

[1] Seger Cornelissen van Voorhout.
[2] Jurriaen Teunissen Tappen.
[3] In *Early Records of Albany,* 1:246, his name is given as Jacobus Teunisse, *alias* de Looper. By his mark, which resembles the commercial symbol for number, he seems well identified with Jacob Teunissen Quick (*Notarial Papers,* 1:191), who belonged to an English family which at an early date settled at New Amsterdam and descendants of which are still found in Ulster county. As "de Looper" means "the runner," it is likely that this

at the request of Claes Bever declare that to their certain knowledge it is true that on the 24th of October last, while they with other company were at the brewery of Harmen Harmensz at Betlehem in the colony of Renselaerswyck, there was a wager of half a cask of beer about the assertion of Harmen Harmensz that the requirer [Claes Bever] had been a shepherd, and that he could prove it by Martin Cornelisz *alias* Swarte Marten,[1] staking his brew kettle against the requirer's canoe, which lay on the shore laden with firewood, the one to be delivered with the other. Whereupon, the beer having been drunk, Harmen Harmensz wanted to take possession of the canoe and the wood that lay therein, without delivering the kettle,, as indeed he could not do immediately because it stood masoned up. The requirer not being willing to let the canoe go without first receiving the brew kettle, Harmen Harmensz said: "I will nevertheless have the canoe and the firewood too, at my risk and fine, for I have a valid enough claim thereto." As a result of which Hendrick Andriesz, by order of the aforesaid Harmen, in spite and against the will of the requirer, hauled the canoe hard upon the shore and by order of Harmen aforesaid Jacobus de Looper took one piece and Coos Bouts and Jan [blank],[2] dwelling at Katskil, each also took out a load, although the requirer said to Harmen: "You wrong me and do me an injustice." Herewith they conclude their deposition, offering to confirm the same under oath if need [40] be, when requested. Thus done and executed in Beverwyck in N. Netherland, in presence of Cornelis Cornelisz van Starrevelt and Frans Pietersz,[3] carpenter, as witnesses hereto called.

This mark X was made by JACOBUS DE LOOPER, aforesaid

I, the undersigned, ROBBERT SANDERSZ

Cornelis Cornelissen uen Sterrenuelt
Frans Pietersen

D: V. SCHELLUYNE, *Not. Pub.*
1660

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designation was a play upon the English name of Quick. According to *Records of New Amsterdam*, 6:307, Jacob Looper's wife was named Neeltie Cornelis, which again identifies him with Jacob Theuniszen, from Naerden, who in 1655 married at New Amsterdam Neeltje Cornelis, from Amsterdam. Jacob Teunissen de Looper should not be confused, as has been done in the index to the *Records of New Amsterdam*, with Capt. Jacob Loper, from Stockholm, who in 1647 married Cornelia, the eldest daughter of Cornelis Melyn, and who died before April 1653, when his widow married Jacob Schellinger.

[1] Marten Cornelissen van Ysselsteyn, *alias* Black Marten.

[2] Jan Dircksen van Bremen?

[3] Frans Pietersen Clauw.

Deposition of Hendrick Arentsen and Gabriel Thomassen about a wager between Harmen Harmensen and Claes Bever

[41] On this day, the 1st of November 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Hendrick Arentsz and Gabriel Tomasz,[1] of competent age, dwelling in Beverwyck, and declared at the request of Harmen Harmensz, brewer at Betlehem, that to their certain knowledge it is true that fourteen days ago last Saturday, they with other company and Claes Bever were at the house of the requirer and heard Claes Bever say in jest to the requirer that he had been a hog driver; whereupon the requirer answered: "Swarten Marten[2] says, and I will prove it by him, that you, Claes Bever, have been a shepherd." Thereupon a wager was made between them, first for a half cask of beer, namely that Swarte Marten had said so; and though the requirer thought that the wager would not be accepted and he would not tap the beer, Claes Bever, nevertheless, wished to have it so. When the beer was nearly finished, they raised the wager, to wit, Harmen Harmensz staked his brew kettle against Claes Bever's canoe with firewood, then laying off the shore at Betlehem, to be delivered the one with the other, in consequence of which the canoe was brought upon the land by Hendrick Andriesz, who was asked to do so by the whole company, and Claes Bever consented that the company should take out five or six pieces of firewood, which they did, but he said: "If you take out more, you shall rue it." But as for the requirer, these deponents do not know that he concerned himself therewith. [42] Herewith they conclude their deposition, offering to confirm the same under oath if need be, when requested. Thus done and executed in the colony of Renselaerswyck, in the presence of Eldert Gerbrantsz Cruyff and Hendrick Cornelisz Slecht, as witnesses hereto called.

HENDERICK ARENST
Ellert Gerbertsz Cruijt This mark X was made by GABRIEL
Hendrick Cornelisz Slecht TOMASZ, aforesaid
D. V. SCHELLUYNE, *Not. Pub.*
1660

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[1] His real name was Gabriel Thompson Stridles or Struddles. See account of him in *Early Records of Albany*, 1:73, 503; and abstract of his will, dated September 14, 1702, proved October 2, 1702, in New York Historical Society, *Collections*, 1892, 25:338. See also baptismal records of the Reformed Dutch Church at Albany, 1683–1700, in Holland Society of New York, *Year Book* 1904.

[2] Black Marten, referring to Marten Cornelissen van Ysselsteyn.

Deposition of Hendrick Arentsen and Claes Cornelissen van den Berch as to what Marten Cornelissen said to Claes Bever

On this day, the 8th of November 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Hendrick Arentsz and Claes Cornelisz van den Berch, dwelling in Beverwyck, both of competent age, and declared at the request of Harmen Harmensz, brewer at Betlehem, in the colony of Renselaerswyck, that to their certain knowledge it is true that fourteen days ago last Friday, Marten Cornelisz *alias* Swarte Marten, being at the house of the requirer with these deponents and other company, said among other things to Claes Bever (then also present) that he, Claes Bever, had been a shepherd, which Claes Bever denied; nevertheless Marten Cornelisz [43] reaffirmed that he had been a shepherd. These deponents are ready, when requested, to confirm the same by oath, if need be. Thus done and executed in Beverwyck, in presence of Mr Jan Thomissz and Eldert Gerbrantsz Cruyff, as witnesses hereto called.

HENDERICK ARENST
CLAES COERNILIS

Jan Thomasz
Ellert Gerbertsz Cruif

D. V. SCHELLUYNE, *Not. Pub.*
1660

Power of attorney from Jan Cornelissen Cleyn to Adriaen Hegeman to lease his plantation and house at Midwout on Long Island

On this day, the 19th of November 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Jan Cornelisz Cleyn, master carpenter, dwelling at Betlehem in the colony of Renselaerswyck,[1] and declared that he hereby constituted and appointed Mr Adriaen Hegeman, *scholtus*[2] of Midwout, Amersfort and Breuckele[n],[3] on Long Island, his special attorney, for the best interest of the principal to lease his plantation lying in the jurisdiction of the village of Midwout aforesaid and his dwelling house standing in said village, for so many years (the fewer the better) as he shall deem advisable, and that to a person or persons who have teams and farm imple-

[1] The word Renselaerswyck is crossed out and *v[oor]nt* (aforesa'd) written above the line.
[2] A Latinized form of *schout*, meaning sheriff.
[3] Flatbush, Flatlands and Brooklyn.

ments, if possible; if not, to others. Also to deliver to the lessees the [44] cows, young and old, and the calves which he has on the farm of Teunis Hillebrantsz, dwelling at Midwout; to make over to the lessee the cattle on half the increase according to the custom of this country and to stipulate also the usual yearly butter rent such as others receive; also to obligate and bind the lessee to provide the plantation with a good fence and to deliver back the same with the dwelling house in good repair at the end of the lease; annually to receive the stipulated rent and butter and quittance for such receipts to grant, and furthermore all things in the matter to do and to perform which he may think needful and proper, [the principal] promising at all times to hold as valid whatever shall be done and performed in the premises by said attorney, provided that the attorney be holden to make a proper return of his transactions and receipts when required. Thus done and executed in the colony of R:wyck in N: N:, in presence of Jacob Tyssz van der Heyden and Paulus Cornel[i]sz van Abcoude,[1] as witnesses hereto called.

Jan Cornelysen

Jacob Theysen van der Heyden
Poulus Cornelisz

D. V. Schelluyne, *Not. Pub.*
1660

Contract between Arent van Curler and Willem Bout and Reyer Cornelissen Soestbergen for the lease of a horse mill

[45] On this day, the 23d of November 1660, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, the Honorable Arent van Curlar and Willem Bouwt, of the first part, and Reyer Cornelissz Soesbergen, miller, of the second part, and acknowledged that they had agreed and contracted with each other in manner following. The aforesaid Corlar and Willem Bout hereby promise at the first opportunity to deliver on the lot of Wilhem Bout a horse mill in proper running order, whereto he, Soesbergen, shall lend a helping hand without being obliged to pay any part of the expense thereof. They also promise to deliver to him two good draft horses, to be used in the mill during the hereinafter mentioned term the same to be at the risk of the lessors, but in case of manifest neglect at the charge

[1] Abcoude is a village near the northwestern boundary of the province of Utrecht.

of the lessee; and if more horses be needed, the lessors promise to furnish them at the joint and equal risk of both parties. The lessee shall also have the right to do teaming with the horses, for which the lessors shall provide him with a sled and appurtenances. The parties on both sides shall each bear one-half of the expense of the fodder for the horses when the mill is in operation and receive half the income from the mill, horses and teaming, whereof the lessee shall be holden to keep a true account and make a return [46] when requested.

This contract shall run for three consecutive years from the date hereof and the lessee promises at the end of the lease to deliver up the mill, tools, sled and horses in good condition and repair. For the performance and observance of what is hereinbefore written the parties, each as far as he is concerned, mutually bind their persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in the colony of Renselaerswyck, in the presence of Mr Gerard Sward, *scholtus* of the aforesaid colony, and Hendrick Coenraetsz van Bon, as witnesses hereto called.

A. van Curler
This mark X was made by Willem Bout, aforesaid
Reyer Cornelysz Soestbergen

G: Swartt
This mark H K V B was made by
Hendrick Coenraetsz van Bon

D. V. Schelluyne, *Not. Pub.*
1660

Deposition by Jan Verbeeck and Philip Pietersen Schuyler as to statements made by Pieter Jillissen about Wynant Gerritsen van der Poel's wife

[47] On this day, the 26th of November 1660, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, the Honorable Joan Verbeeck and Phillip Pietersz Schuyler, who at the request of Wynant Gerritsz declare that they with Domine Schaats were yesterday at the requisition of said Wynant at Pieter Jillisz's and asked him, Pieter Jillisz, if he was willing to stand by it that the requirer's wife was a thief, whereupon he answered, "Yes"; being asked further if he had seen the requirer's wife steal lead, he answered, "No," but that he

believed the two bars of lead which the requirer's wife (who was very tipsy) had by her side and which he took from her, were Cornelis Theunisz Bos's lead, since he said it was just like his. Finally, being asked who struck and so severely maltreated the requirer's wife, he answered that he believed it was said Cornelis Teunisz Bos, for he had heard the noise and bustle above the cellar.

Herewith concluding their deposition, they are ready to confirm the same, by oath if need be, when requested. Thus done and executed in Beverwyck, in the presence of Hendrick Jochemsz and Claes Cornelisz van der Berch, as witnesses hereto called.

Hendrick Jochemsz JAN VERBEECK
Claes Coerniels PHILIP PIETERSE
D. V. SCHELLUYNE, *Not. Pub.*
1660

Contract between Willem Bout and Cornelis Cornelissen for the delivery of pine logs for Bout's mill

[48] On this day, the 3d of December 1660, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Willem Bout of the first part, and Cornelis Corneliz,[1] farmer, of the second part, acknowledging that they had contracted and agreed with each other in manner following:

Cornelis Cornelissz undertakes and promises by these presents during the present winter season and at his own cost to deliver at Willem Bout's lower mill, standing behind the farm of Evert Pels, one hundred pine logs and as many more logs as he, Bout, shall need and be able conveniently to saw in the time of one year from this date, on the express condition that of the logs which he, Cornelis Cornelissz, shall deliver at the mill, he shall receive every third board, and of those delivered on the shore, every fourth board, just as they are sawed out of the logs; of which Bout shall make an honest return to him and be holden the aforesaid third and fourth board respectively to deliver at his expense upon the aforesaid shore; and if at the expiration of the time more logs shall have been delivered at the mill or on the said shore than Bout shall have been able to saw, the same shall be made good and paid for to Cornelis Cornelissz according to the appraisal of impartial persons.

[1] To judge from his mark, this was apparently Cornelis Cornelissen van Voorhout, and not, as Professor Pearson suggested, Cornelis Cornelissen Viele, for the latter on page [434] signs his name in full.

For the faithful performance and observance of what is above written, the parties hereto, each as regards his own obligations, mutually bind their persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in the [49] colony of Renselaerswyck, in the presence of Mr Arent van Curlar and Jan Jansz Oothout, as witnesses hereto called.

This mark X was made by Willem Bouwt, aforesaid

This mark X was made by Cornelis Cornelisz, aforesaid

A: van Curler
Jan Jansen Oothoet

D. V. Schelluyne, *Not. Pub.*
1660

Depositions by Pieter Bronck and his wife, Adriaen Jansen van Duynkercken, and Jacobus de Looper as to Nicolaes Marchal's carrying a knife when he left the house

[50][1] On this day, the 21st of December 1660, appeared before me, Dirck van Schelluyne, notary public, and before the after-named witnesses, Pieter Bronck and Hilleke Bronck his wife, Adriaen Jansz van Duynkercke, and Jacobus *de looper,* dwelling in Beverwyck, all of competent age, and declared for the honest truth, at the requisition and request of Nicolaes Marchal, as follows:

Pieter Bronck declares that on last Sunday evening the requirer (Marchal), being fuddled, went out of the house in a good humor, with a big flute in his pocket, without (to his knowledge) having had any quarrel with any one; also that as far as the deponent knows he had no knife in his pocket then or during the evening and that coming into the house again he said, and it was found, that he had been wounded.

Hilleke Broncks declares that the same evening, after there had been some trouble at the house of Leendert Phillipsz, the requirer having come home, Mr Montagne came to see him, having a little stick in his hand, and Adriaen Symonsz, looked into the requirer's pocket if he had a knife therein, but found none; and this deponent does not know that the requirer had a knife with him when he went out nor when he came into the house again.

Adriaen Jansz van Duynkercken declares that he did not see, neither does he know, that the requirer had a knife with him; but

[1] Between pages 49 and 50 there is a blank page, originally numbered 40.

that he quickly went out of the house and came home again wounded.

Jacobus *de looper*[1] declares that the requirer's knife, the whole evening, as well when he was within as when he was without the house, lay upon the table and was used most of the time by the deponent, so that the requirer had not that [51] knife with him, nor to the best of his knowledge, any other; also that he went out of the house in a good humor.

Finally these deponents are ready to confirm the above declarations by oath if need be, when required. Thus done and executed in Beverwyck in presence of Hans Coenraets van Neurenb[urch] and Pieter Loockermanz, as witnesses hereto called.

PIETER BRONCK
HYLEKE TTESYNCK
ADRIAEN JANSE VAN DUINCKERKE
This mark X was made by JACOBUS DE LOOPER, aforesaid

This mark H was made by *Hans Coenraets van Neurenburch,*[2] aforenamed
Pieter Loockermans

D. V. SCHELLUYNE, *Not. Pub.*
1660

Indian deed to Volckert Jansen and Jan Thomassen for Nanoseck island and the half of another island lying before their farm

[52] On this day, the 25th of January 1661, Folckert Jansz and Jan Thomasz[3] acknowledged and declared that they had agreed and contracted with the Indians named Syme, Capachick and Nachonan, for themselves as well as for their kinsmen and coowners, about the purchase of the half of, or such right as they have hitherto possessed in, the island lying to the eastward on the *binnen kil*[4] before the farm of the aforesaid Folckert Jansz and Jan Thomasz, together with a little island lying thereby, called

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[1] Jacobus Teunissen Quick, *alias* de Looper.
[2] Nürnberg, or Nuremberg, in Bavaria.
[3] Volckert Jansen Douw and Jan Thomassen Witbeck. They bought a farm on Papscanee island in 1658 and on November 3, 1663, obtained a patent from Stuyvesant for land at Schodack, including Schotac or Aepjes island, for which they received a confirmatory patent on May 4, 1667. The same day, May 4, 1667, Volckert Jansen received a patent for land at the Esopus, adioining land belonging to Jan Thomassen.
[4] Literally: "the inner kill."

by the Indians Nanoseck and by the Dutch *het cleyne cuypers eylantie,*[1] in manner following:

The aforesaid Folckert Jansz and Jan Thomasz shall henceforth have the full ownership, possession and use of the entire aforesaid island and the little island, without said Indians making any further claim whatsoever thereto, they, the said Indians, acknowledging that they have received full satisfaction and payment therefor and promising nevermore to do nor cause to be done anything contrary hereto, nor allow anything to be done hereagainst either by themselves or any of theirs. In witness of the truth of which, the contents hereof having been clearly translated to the aforesaid Indians by Mr Abraham Staets and Mr Ruth Jacobsz, and they and the buyers have confirmed the same by their signatures, in the colony of Renselaerswyck, dated as above.

This mark X was made by the Indian
SYME, aforesaid
This mark X was made by the Indian
CAPACHICK, aforenamed
This mark X was made by the Indian
NACHONAN, aforenamed

Abram Staas: VOLCKERT JANSZ
Rutger Jacobsz JAN THOMASZ

In my presence,
D. V. SCHELLUYNE, *Secretary*
1661

Contract between Willem Jansen Slyckoten and Adriaen Symonsen, attorney for Jacob Heere, for the settlement of a debt due to said Heere

[53–55 blank; 56] On this day, the 31st of January 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Willem Jansz Slyckoten, as husband and guardian of Neeltie Fredericxsz, widow of the late Claes Hendricsz van Schoonhoven (also here present), of the first part, and Adriaen Symonsz in capacity of attorney for Jacob Heere, of the second part, and declared that they had agreed and contracted with each other in manner following:

[1] According to E. M. Ruttenber, *Indian Geographic Names,* page 161, this island was in the Rondout creek. The Dutch name means: "the little cooper's island," not "Little Cupper's island," as Ruttenber has it and as the name is incorrectly given in an abstract of this deed in *Doc. Rel. to Col. Hist. N. Y.*, 13:192. As the patents to Volckert Jansen and Jan Thomassen for land at the Esopus make no mention of the islands referred to in the present deed, it may be doubted whether these islands were actually in the Esopus.

Whereas the aforenamed Claes Hendricxsz was indebted to the aforenamed Jacob Heere in the sum of three hundred guilders and also one hundred guilders, all Holland money, together four hundred guilders principal, and the accrued interest and exchange, according to the purport and contents of two bottomry bonds, one dated the 26th April 1658, and the other the 15th May 1658; now, therefore, Adriaen Symonsz shall receive, as he hereby accepts, from Mr Joan V[er]beeck in payment thereof the sum of one hundred and fifty guilders in good beavers, reckoned at eight guilders apiece. Furthermore, said Adriaen Symonsz, in his capacity aforesaid, shall receive by way of purchase the ownership of the sellers' house and lot, with all that thereon and therein is fast by earth and nail, according to the patent thereof, free and unincumbered, without any charges thereon or issuing out of the same (saving the lord's right), just as said house and lot now stand and lie in the village of Beverwyck, over against the house and lot of Jan Barentsz Wemp, which house and lot shall now at once be lawfully conveyed to the purchaser, on condition [57] that Adriaen Symonsz, on conveyance being made, promises immediately to deliver in full payment for said house and lot the sum of two hundred guilders in good merchandise at beavers price. And it is also agreed that he, Adriaen Symonsz, shall now deliver to said sellers the sum of one hundred guilders in merchandise at beavers price, provided that said Willem Jansz and Neeltie Fredericxsz promise to pay him, Adriaen Symonsz, in the business season of 1662 fourteen good beavers.

The parties herewith having come to a friendly agreement in the matter aforesaid, promise neither to do nor cause anything to be done contrary to the same, either with or without judicial proceedings, in any manner whatsoever, binding thereto their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Nicolaes Marchal and Claes Bever, as witnesses hereto called.

WILLEM JANSZ
NEELTGEN FREERICKS
ARYAN SYMENSE

Claes Marichael
This mark X was made by
Claes Bever

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Rutger Jacobsen to Teunis Cornelissen van der Poel

[58] On this day, the 1st of February 1661, appeared before me, Dirck van Schelluyne, notary public, and before the after-

named witnesses, Mr Ruth Jacobsz, trader in Beverwyck, acknowledging that according to a previous liquidation and settlement respecting an obligation dated September 4, 1654, in the sum of one hundred beavers, and a further claim outstanding between him and Teunis Cornelisz van der Poel to this date, he is well and truly indebted according to the aforesaid settlement to said Teunis Cornelisz van [der] Poel in the net sum or quantity of four and forty good, whole beaver skins, reckoned at eight guilders apiece, besides two good beavers and two good otters to boot. Which said sum he promises to pay to said Teunis Cornelisz, or to his order, at the latest in the month of July next coming, promptly without further delay; binding thereto his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Andries Herbertsz and Jurrien Theunissz, as witnesses hereto called.

RUTGER JACOBSZ

Andris Herberts
Jureyan Tunsen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Cornelis Teunissen Hoogeboom to Pieter Adriaensen

[59] On this day, the 2d of February 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Cornelis Theunisz Hoogeboom, dwelling in the colony of Renselaerswyck, and acknowledged that he is well and truly indebted to Pieter Adriaensz in the sum of two hundred and thirty-two good beavers, reckoned at eight guilders apiece, and seven hundred and twenty-three guilders, four stivers, in good strung seawan, growing out of a matter of borrowed money, lodging and board, etc. by him thankfully received here some time ago, according to a settlement of accounts made of this date; which aforesaid sum of 232 gl. in beavers and 723 gl. 4 st. in seawan, said Pieter Adriaensz shall receive from Mr Andries Herbertsz out of what he, the appearer, shall earn in his [Herbertsen's] service in the rantile kiln the coming summer, to wit, every time the oven is heated and tiles are burned, three beavers and six and twenty guilders in seawan, requesting by these presents the aforesaid Mr Andries Herbertsz that he will please each time promptly to make payment as above, to Pieter Adriaensz, which payment shall be accounted a valid settlement. And the appearer promises

neither to do nor suffer anything to be done contrary hereto, in any manner, binding thereto his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in the colony of Renselaerswyck, in presence of Tys Barentsz and Mr Anthony Thonnel, as witnesses hereto called.

This mark X was made by CORNELIS THEUNISZ HOGEBOOM, aforesaid

This mark X was made by *Tys Barentsz,* aforenamed
Anthony Toinel

D. V. SCHELLUYNE, *Not. Pub.*
1661

Deposition of Jan Verbeeck and Frans Pietersen about an agreement made between Evert Pels and Jacob Jansen Stol in dividing their land at the Esopus

[60][1] On this day, the 2d of February 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Jan Verbeeck and Frans Pietersz, carpenter, both of competent age, and declared at the request of Evert Pels that it is true and well known to them that in the harvest of the year 1654 (according to the best of their recollection) they were both present when the requirer [Pels] and the late Jacob Jansz Stol[2] divided the land which they had jointly bought from the Indians at Esopus and it having happened and been found by measurement that Jacob Jansz had seven or eight morgens more than the requirer, Jacob Jansz said that in return therefor he would request of General P. Stuyvesant and seek to obtain from the Indians as much more land for the benefit of the requirer, where it best suited him in connection with his share of the land; all of which the deponents are ready if need be and requested to confirm by oath. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Gerard Sward, schout of the colony of R[enselaers]wyck, and Jan Dircxsz van Brenien, as witnesses hereto called.

JAN VERBEECK
FRANS PIETERSEN

G: Swartt
Jan Dircksz van Bre[men]

D. V. SCHELLUYNE, *Not. Pub.*
1661

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[1] Another translation of this deposition is in *Doc. Rel. to Col. Hist. N. Y.,* 13:192.

[2] Jacob Jansen Stol was killed in the first Esopus War of 1659; see *Doc. Rel. to Col. Hist. N. Y.,* 13:119.

Bond of Albert Gysbertsen to Wynant Gerritsen

[61] On this day, the 4th of February 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Albert Gysbertsz, dwelling in Beverwyck, and acknowledged that he was honestly and truly indebted to Wynant Gerritsz, in the sum of eighty skipples of good winter wheat, growing out of the purchase and delivery of a young gelding horse, by him to his satisfaction received; of which aforesaid 80 skipples of wheat he, the subscriber, promises to pay: in the month of October next coming 50 skipples, and in October 1662 30 skipples, promptly each time; binding thereto especially aforesaid horse and further his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck, in presence of Jan Jansz van Eeckel and Arien Appel, as witnesses hereto called.

This mark X was made by Albert Gysbertsz, aforenamed

Ian Iansen van Eeckel[1]
A: Appel

D. V. Schelluyne, *Not. Pub.*
1661

Contract between Jean Labatie and Cornelis Cornelissen van Voorhout for the sale of the fence and hogpen on Labatie's farm opposite Castle island

[62] This day, the 8th of February 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Jan Labatie of the first part and Cornelis Cornelisz van Voorhout of the second part who acknowledged, the aforesaid Labatie that he had sold, and he, van Voorhout, that he had bought of him, all the palisades and all the fencing standing around the farm lying over against *Casteels eylant* (Castle island) in the colony of Renselaerswyck, with the hogsty thereon standing, to him, Labatie, belonging; for which the buyer promises to pay to the seller cash down or at the first opportunity one hundred guilders in good strung seawan, and one year after date a like hundred guilders in seawan, in the coming summer three *vims*[2] of oat sheaves, and in 1663 in February one hundred guilders in

[1] The signature looks like *ian iansen van ieckel*, but is probably intended for *van eeckel*, as clearly written on page [226]. His wife was Gisseltie Alberts, a daughter of Albert Andriessen Bratt.
[2] One *vim* = 104 to 108 sheaves.

good winter wheat reckoned at twenty guilders the *mud*.[1] For the faithful performance of what is above written the parties bind their persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in the colony of Renselaerswyck, in the presence of Arien Appel[2] and Mr Pieter Riverdingh,[3] as witnesses hereto called.

JAN LABATIE

A: Appel
Pieter Ryverdingh

This mark X is made by CORNELIS CORNELISZ VAN VOORHOUT, aforenamed

D. V. SCHELLUYNE, *Not. Pub.*
1661

Power of attorney from Gregoris Bisschop and Jannetie Hendricks to Marcelis Jansen

[63] On this day, the 18th of February 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter witnesses, Gregoris Bisschop, as husband and guardian of Jannetie Hendricxsz, his wife, late widow of Claes Mulle, otherwise called Claes de Wael,[4] she being present with her said husband, and declared that they, the principals, had constituted and appointed by these presents Marcelis Janssz, the bearer hereof, their special attorney to demand, collect and receive at the Esopus of sundry

[1] One *mud*, or *mudde*,=3.056 bushels.

[2] Adriaen Jansen Appel, from Leiden. He was in Rensselaerswyck as early as 1649 and an innkeeper there, or in the village of Beverwyck, in 1656. In *Deeds*, 3:306, under date of January 8, 1686, he is referred to as "Adriaen appel of y^e^ Toune and County of Albany, Schoolmaster." In spite of this designation and the presence of Adriaen Jansen Appel in Rensselaerswyck as early as 1649, he is not the schoolmaster who succeeded Evert Nolden in Rensselaerswyck in 1650 or 1651, or the "Meester Adriaen" who on September 1 and 28, 1660, at Beverwyck sued various people for school money, the latter designation, from the connection between various entries in the court record, pointing unmistakably to Adriaen Jansen van Ilpendam, who was a schoolmaster at New Amsterdam in 1649. That he and Appel, though perhaps both from Leiden, and both schoolmasters, were not one and the same person, is clear from their signatures and from an entry in the *Records of New Amsterdam*, 6:272, in which both Adriaen van Ilpendam and Adriaen Appel are mentioned. Not unlikely, Adriaen Jansen Appel succeeded as schoolmaster Jan Juriaensen Becker, who was a notary public at Albany in 1686, and may himself have been succeeded by Cornelis Bogardus, who was admitted as schoolmaster at Albany on January 23, 1699/1700. See *Early Records of Albany*, 1:10; *N. Y. Col. Mss*, 3:60; 16, pt 3, p. 208, 215. Cf. also *Van Rensselaer Bowier Mss*, p. 839, 843.

[3] Pieter Ryverdingh, court messenger and clerk of Fort Orange and Beverwyck in 1654–55; see *Early Records of Albany*, 1:209, 224.

[4] Claes the Walloon.

persons dwelling there payment of divers sums due to the said Claes Mulle for wages earned and other matters, according to the accounts and evidences thereof of which authentic copies are placed in the hands of this attorney; therefore, to grant acquittance for receipts, to compel the delinquent to pay by legal proceedings and rigor of justice, to this end all legal steps to observe until judgment and final execution thereof; likewise to proceed by attachment of persons and estates, and furthermore all things to do and to perform, either in or out of court, that may be needful and which in the interest of the principals may seem advisable to the attorney, with power also to substitute another person in his place, [the principals] promising to hold as valid whatever may be done by the aforesaid attorney or his substitute, without any contradiction, provided that the attorney shall be holden to make a proper return of his transactions and receipts when required. Thus done and executed in the colony of Renselaerswyck, in presence of Pieter Riverdinck and Robbert Sandersz, as witnesses hereto called.

This mark X was made by GREGORIS BISSCHOP, aforesaid

Pieter Ryverdingh
Robbert Sandersz

This mark O was made by JANNETIE HENDRICXSZ, aforesaid

D. V. SCHELLUYNE, *Not. Pub.*
1661

Depositions by Aert Goossens van Twiller, Jillis Pietersen and Jurriaen Jansen about a canoe which was stolen from Cornelis Cornelissen Viele

[64] On this day, the 7th of March 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Aert Goossens van Twiller, dwelling in the colony aforesaid [1] being of competent age, who declared at the request of Cornelis Cornelisz Fiele that to his certain knowledge it is true that on the date hereof he with the requirer saw a canoe lying on the shore, hauled up and made fast before the house of Huybert Jansz, and furthermore that the canoe belonged to the requirer and was stolen from him last harvest, giving as the reason of his assurance that he knows the canoe very well, having used it many times last summer, and that this is the requirer's own canoe; all of which the deponent is ready to confirm on oath when required. Thus done

[1] Rensselaerswyck.

and executed in the colony of Renselaerswyck, in presence of Pieter Adriaensz and Arien Appel, as witnesses hereto called.

AERT GOOSEN TWYLLER

Pieter Adriaen[sz] Sogemacklick
A: Appel

D. V. SCHELLUYNE, *Not. Pub.*
1661

Jillis Pietersz declares at the request as above that he saw said canoe last Sunday and that he tried thereon a mast bench which he made last fall at the request of the requirer and that from the fitting of the bench it looks as if it were the same canoe, but that he can not say that it is the same canoe.

Done the 8th of March 1661, in Beverwyck.

JELIS PIETERSZ

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

[65] Jurriaen Jansz,[1] having now also examined the aforesaid canoe, declares that it is said Cornelis Cornelisz's own canoe; that he used to know the same well and even recognized it when it was among the Indians and that he had almost brought it down with him from the Indians because he knew it to be the requirer's.

Done the 9th of March 1661, in Beverwyck.

JURRIAEN JANSEN

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Will of Jurriaen Teunissen Tappen and Wybrecht Jacobs, his wife

[66] In the name of God, Amen. Know all men [by these presents] that on this day, the 17th of March 1661, about ten o'clock in the forenoon, before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, personally came and appeared the worthy Jurriaen Theunisz[2] and Wybrecht Jacobsz's daughter, married persons, dwelling in Beverwyck (known to me, the notary, and the subscribing witnesses), the aforesaid Jurriaen Theunisz being in bodily health and said Wybrecht Jacobsz lying sick in bed, but both of sound and disposing mind

[1] Jurriaen Jansen van Hoesen?
[2] Jurriaen Teunissen Tappen, the glazier.

as outwardly appeared; which persons declared that without inducement, persuasion or influence of any one they had made, ordained and concluded this their joint reciprocal and mutual last will and testament, in manner following:

First, committing their immortal souls, whenever they shall be separated from their bodies, to the gracious and merciful hands of God, their Maker and Redeemer, and their bodies to a Christian burial, revoking, canceling and annulling hereby all and every testamentary dispositions which they heretofore may jointly and severally have made and executed and now disposing anew, they, the testators, inasmuch as they have no children procreated by them living, hereby nominate and institute the survivor of the two [67] as their sole and universal heir to all their estate, real and personal, claims and credits, gold and silver coined and uncoined, jewels, clothing, linen and woolens, household furniture, etc., nothing reserved or excepted of what shall be left behind by the one who dies first, to do therewith as with his or her own property, provided that if the testator happens to die first, the testatrix shall be holden to pay as a legacy to Theunis Pietersz, the testator's sister's son, the sum of one hundred guilders Holland money, and if the testatrix happens to die first, the testator shall pay as a legacy to Jacob Cornelisz and Grietie Machielsz, the testatrix' brother's and sister's children, each the sum of fifty guilders, also Holland money; and furthermore the survivor shall give to the deacons of the village of Beverwyck the sum of five and twenty guilders seawan out of the first available means of the first deceased of the two.

All of which that is hereinbefore written the testators declare to be their last will and testament, desiring that the same after the death of the first of them both shall have full force and effect, be it as a will, codicil, donation, or gift in anticipation of death, or otherwise, as the same can best be carried out, even though the formalities demanded by law or custom may not have been fully observed herein.

Thus done and executed in Beverwyck in N: Netherland, at the house of the testators, in the presence of the Rev. Domine Gideon Schaets, minister of the gospel here, and Mr Jacob de Hinsse, Chirurgeon, as witnesses hereto called.

JUREYAN TUNSEN
This mark W J W J was made by WYBRECHT JACOBSZ, aforenamed.

Gideon Schaats, pastor in Beverwyck
J. Dehinsse

D. V. SCHELLUYNE, *Not. Pub.*
1661

Assignment by Femmetje Albrechts to Daniel Rinckhout of the purchase money of a house and lot to satisfy her creditors, Philip Hendricksen, Pieter Bronck and Adriaen Appel

[68] Femmetie Albrechtsz acknowledges that she owes to Phillip Hendricxsz the sum of three hundred and sixty guilders, to Pieter Bronck one hundred and eleven guilders and to Arien Appel sixty guilders, all to be paid in good seawan; and to satisfy the said creditors, she assigns and transfers to Daniel Rinchout, to be paid to said creditors, whatever he owes her for the purchase and delivery of a house and lot, according to contract executed on the 8th of March anno 1660; which said Rinchout hereby accepting promises to pay to said creditors *pro rata* (to each creditor respectively in proportion to the aforewritten sums) for so far as he is honestly indebted according to the aforesaid contract, provided that the mortgage of Mr Pieter Hartgers and what is stipulated by said Rynchout in the contract be first satisfied, and the balance which may remain due on settlement of the account she, Femmetie Albrechts, promises faithfully to pay. All of which being done honestly and in good faith, this is signed in Beverwyck in New Netherland, the 18th of March 1661.

This mark X was made by FEMMETIE
AELBRECHTSZ, *aforesaid*
DANIEL RINGHAUTT

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Evert Pels to Jan Bastiaensen van Gutsenhoven

[69 blank; 70] On this day, the 22d of March 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Evert Pels, dwelling in the colony of Renselaerswyck, proposing to transfer his residence to the Esopus, who acknowledged that he was well and truly indebted to Mr Jan Bastiaensz,[1] trader here, in the sum of eighteen beavers, growing out of the purchase and delivery of merchandise by him at different times received, which sum of eighteen beavers, to be reckoned at eight guilders apiece, he promises to pay to said Mr Jan Bastiaensz, or his order, in or before the month of September anno 1662, promptly, without further delay, binding thereto his person and estate, real and personal, present and future, nothing excepted,

[1] Jan Bastiaensen van Gutsenhoven, the agent of Messrs Momma of Amsterdam.

subject to all courts and judges, promising in default of payment to confess judgment before any high or inferior court where these presents may be exhibited. Thus done and executed in the colony of Renselaerswyck in New Netherland, in presence of Mr Phillip Pietersz Schuyler, trader here, and Jacob Sandersz Glen, as witnesses hereto called.

EVERT PELS

Philip Pieterse Schuyler
Jacob Sandersen Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract between Tjerck Claessen de Witt and Volckert Jansen Douw for the lease of two horses to be used in the Esopus

[71 blank; 72] I, the undersigned, Tjarck Glaesz,[1] hereby acknowledged that I have agreed to take from Folckert Jansz for my use and service a stallion and a mare for the purpose of conveying the same to the Esopus and of using them there in farming for the space of two following years, commencing on the first of

[1] Tjerck Claessen de Witt, the ancestor of the well-known De Witt family of Ulster county, whose lineage compiled by Sutherland De Witt, appeared in *Olde Ulster,* 1905, 1:313–17, 345–49, 380–82, and 1906, 2:25–28, 58–60, 88–95, 280–86. The first mention of Tjerck Claessen occurs under date of April 24, 1656, in the register of marriages of the Reformed Dutch Church of New York, where he is given as from "Grootholt in Zunderlandt." This place has not been identified. Grootholdt, or Groote Holt, is the name of a small place near Borkelo in the province of Gelderland and also of a forest near Assen in the province of Drenthe, but no district by the name of Zunderlandt is found near either place. G. J. Honig, in a note on Tjerck Claessen de Witt inserted in *Algemeen Nederlandsch Familieblad,* 1889, 6:47, for the purpose of eliciting information that might connect him with the family of Johan de Witt, the grand pensionary of Holland, suggests that Zunderlandt may refer to Saterland, a small district in Oldenburg, and Schoonmaker, *History of Kingston,* p. 477, says: "This place is supposed to be Saterland, a district of Westphalia, on the southern border of East Friesland." Considering, however, that Tjerck Claessen, in a power of attorney to his brother-in-law, Jan Albertsen, of June 9, 1661, printed on another page, speaks of land inherited by him at "Oosterbemus in Oost Vrieslant," and that he had a sister Emmerentje de With, who in the record of her intended marriage at New Amsterdam to Marten Hofman, in 1664, is described as from "Esens in Embderlt.", it seems likely that "Zunderlandt" is a mistake for "Emderlandt" and that Grootholt was located not far from Esens in the northern part of East Friesland. Tjerck Claessen was an inhabitant of Rensselaerswyck in 1657 and in the spring of 1661 he moved to Esopus. According to Gustave Anjou, *Ulster County Probate Records,* 1:58, he died at Kingston February 17, 1700 [1700/1], his will, dated March 4, 1687, being proved on March 6, 1700/1; but according to the translation of the will in *Olde Ulster,* 1912, 8:18–22, it was dated March 4, 1697/8, and proved on December 26, [1710]. See also J. B. Holgate, *American Genealogy,* p. 103, where mention is made of a power of attorney from Tjerck Claessen to [Marten] Hofman to recover some property for him at "Ezen in Ostenbenzie," apparently intended for Esens and Oosterbemus.

May next, the increase from the aforesaid mare to belong one-half to me and the other half to Folckert Jansz, the risk of said horses dying to be mine, to wit, if said stallion happens to die I promise to pay therefor two hundred guilders and if the mare happens to die [I promise to pay] three hundred guilders, all in good beavers reckoned at eight guilders apiece; or otherwise compensation to be made out of the increase. Furthermore, for the use of said horses, I promise to pay sixty-four guilders, also in good beavers, and for the faithful performance of this agreement I bind my person and estate, real and personal, present and to come, nothing excepted, subject to the control of all courts and judges. In witness of the truth of which I have caused these to be written and I have signed them with my own hand in the colony of Renselaerswyck, the last day of March anno XVI^{c} and sixty-one.

TIERCK CLASEN

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract between Tjerck Claessen de Witt and Teunis Dircksen van Vechten for the lease of two horses to be used in the Esopus

[73][1] I, the undersigned, Tjarck Claes de With, hereby acknowledged that I have agreed to take from Theunis Dircxsz a stallion and a gelding to convey the same to the Esopus and use them there in farming for the space of one year, commencing on the first of May next, for which I promise to pay at the end of the year sixty-four skipples of wheat to be delivered free on a boat at the Esopus, the risk of the horses dying from now on and during the term of the lease to be mine; if the stallion dies I promise to pay the sum of twenty-five good beavers and for the gelding twenty beavers. For the performance and satisfaction hereof I bind my person and estate, subject to the control of all courts and judges. In witness of the truth I have caused these presents to be written and I have subscribed the same with my own hand in the colony of Renselaerswyck, the 1st of April 1661.

TIERCK CLASEN

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

[1] Between 72 and 73 there is a blank page which was originally numbered 64.

Contract for the repairing and lengthening of the barn of Jan Barentsen Wemp

[74 blank; 75] On this day, the 21st of April 1661, Jan Barentsen Wemp has engaged Cornelis Woutersz[1] to repair and lengthen the barn which the employer [Wemp] has on the farm of the honorable patroon of this colony and which is known to the contractor, on the following conditions:

The contractor shall repair said barn by laying new sills on one side and setting such posts thereon as the work requires; he shall also put in some new rafters where needed and further make the whole snug and tight. Furthermore, the contractor shall lengthen the barn fifteen feet, making therein two or three bents at the option of the employer and proper bays on both sides; the end gable to be of planed boards, tongued and grooved as required. The employer shall furnish all the material for the aforesaid work, the old barn to be repaired by the middle of next May and the lengthening of the barn to be completed in the month of October of this year.

For the aforesaid work the employer promises to pay the contractor (besides reasonable food and drink during the work) the sum of thirty good beavers, reckoned at eight guilders apiece, [76] or wares and merchandise in place thereof at beavers price, at the option of the contractor, one-half in the month of August next and the other half in the following month of August 1662.

For the faithful performance and fulfilment hereof the parties on both sides bind their respective persons and estates, nothing excepted, subjecting the same to the jurisdiction of all courts and judges. All without fraud, these are signed by the parties in the colony of Renselaerswyck on the date above written.

This mark B I W[2] was made by the aforesaid JAN BARENTSZ's own hand

By me, COERNELIS COERNELISSEN UAN STERRENUELT

Jan Labatie
Mees Pietersz Hoogeboom
as witnesses

D. V. SCHELLUYNE, *Not. Pub.*
1661

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[1] Apparently a mistake; see signature.
[2] The W is written upside down.

Lease of a house and lot from Jan Barentsen Wemp to Cornelis Bogaert

[77] On this day, the 22d of April 1661, Jan Barentsz Wemp has let and Cornelis Bogaert has hired of him the lessor's house and lot standing and lying on the colony of Renselaerswyck, known to the lessee, for the term of one year to commence on the first day of May next, for the sum of two hundred and twenty-eight guilders, to wit: nine good beavers reckoned at eight guilders apiece and the remainder in good strung seawan. And whereas the aforesaid house and lot shall be delivered to the lessee in proper repair, glass-, roof-, and floor-tight, the lessee shall be holden to keep the same in good condition and at the end of the lease to deliver them back in the same state, but accidents and injury unexpectedly happening to the same without the lessee's or his people's fault shall be at the charge of the lessor. For the performance and fulfilment of these presents parties on both sides, each as far as he is concerned, bind their persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Renselaerswyck on the date above written.

This mark B I W was made by JAN BARENTSZ WEMP, aforesaid

Euert Jansz Wendel
Frans Barensz Postoor

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Cornelis Cornelissen van Sterrenvelt and Meuwis Pietersen Hoogeboom to Jean Labatie

[78][1] On this day, the 3d of May 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Cornelis Cornelissz van Starrevelt and Meuwis Pietersz Hoogeboom, who acknowledged that they were well and truly indebted to Jan Labatie in the sum of thirty good, whole beaver skins, reckoned at eight guilders apiece, growing out of the purchase and delivery of a mare, three years old, and a stallion colt of one winter, received by the subscribers to their content. Which aforesaid sum of thirty beavers they promise to pay in manner following, to wit: on the first day of August next fifteen beavers, and the remaining fifteen beavers on the first day of August 1662,

[1] Between 77 and 78 there is a blank page which was originally numbered 70.

promptly each time; to this end binding their respective persons and estates, nothing excepted, subject to the authority of all courts and judges; and for the greater security for good and prompt payment, Pieter Meuwisz and Jan Roeloffsz, also being present here, have made and constituted themselves sureties, jointly and severally, as principals for the payment of the aforesaid sum, to wit, [79] Pieter Meuwisz for the sum of fifteen beavers for Meuwis Hoogeboom and Jan Roeloffsz, also for the sum of fifteen beavers, for Cornelis Cornelisz van Starrevelt aforesaid, to be paid as above specified, for which they bind themselves as above. Done and executed in Beverwyck in New Netherland, in presence of Hendrick Jochemsz and Harmen Rutgersz, as witnesses hereto called.

JAN LABATIE
COERNELIS COERNELISSEN UAN STERRENUELT
MEES HOOGEBOOM
PIETER MEESZ VROOMAN
JAN ROELOFSZ

Hendrick Jochemsz, as witness
Harmen Rutgersen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Cornelis Cornelissen van Voorhout to Jean Labatie

[80] On this day, the 4th of May 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Cornelis Cornelisz van Voorhout, who acknowledged that he was well and truly indebted to Jean Labatie in the sum of four hundred and twenty-five guilders in goods or merchandise at beavers price, growing out of the matter of the purchase and delivery of a brewery, brew kettle, and vat, and appurtenances, standing on the farm which the purchaser has in use and leased of the director of the colony of Renselaerswyck; which aforesaid sum of four hundred and twenty-five guilders he, the purchaser, promises to pay in three instalments, the first being a just third part of said sum, on the 1st of January 1662; the second, on the 1st of January 1663; and the third on the 1st of January 1664; and in case he happens to deliver some boards in payment, he may do it in summer but not in winter, the purchaser for the faithful performance of the aforesaid contract, binds his person and estate, nothing excepted, subject to the authority of [81] all courts and judges. Thus done and executed in the colony of

Renselaerswyck, in presence of Hendrick Jochemsz and Seger Cornelisz, as witnesses hereto called.

JAN LABATIE
This mark + was made by CORNELIS CORNELISZ VAN VOORHOUT, aforesaid

Hendrick Jochemsz
This mark X was made by *Seger Cornelisz,* aforesaid

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Pieter Van Alen to Helmer Otten

[82] On this day, the 4th of May 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Pieter van Alen, trader here, and acknowledged that he was well and honestly indebted to Helmer Gortin,[1] baker, in the sum of one hundred and one good, whole beaver skins, reckoned at eight guilders apiece, growing out of the purchase and delivery of fifteen hundred and thirty-four guilders in good, strung seawan, before the delivery of these presents received by the debtor to his content; which aforesaid one hundred and one good, whole beaver skins, the debtor promises to pay in the month of July 1662, punctually, and without further delay, therefor binding his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in presence of Jan Vinhagen and Dirck Wesselsz, as witnesses hereto called.

PIETER VAN ALEN

Jan Vinhaeghen
Dirck Wesselsz

D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract whereby Samuel Allin, Jonathan Borns and Pieter Symonsen bind themselves to plant tobacco on the farms of Jeremias van Rensselaer, Arent van Curler and Volckert Jansen Douw

[83][2] On this day, the 9th of May 1661, the Honorable Director Jeremias van Renselaer, Arent van Curlar and Folckert

[1] Apparently a mistake for Helmer Otten.
[2] Between 82 and 83 there is a blank page which was originally numbered 76.

Jansz have engaged Samuel Allin, bound in the service of the aforesaid honorable director, Jonatan Borns, in the service of the Honorable Corlar, and Pieter Symonsz in the service of the aforesaid Folckert Jansz, to serve their honors faithfully on their respective farms in planting tobacco and all that appertains thereto and in such other work as they are capable of, from this date until the tobacco is ripe and cured; for which service these planters shall severally receive from their respective masters four and twenty guilders a month, half in good beavers and the other half in good, strung seawan, or goods to their content, together with free board and drink and also now a new hat for each as a gift; promising their service faithful to perform in all obedience and justice, without any neglect of duty and in case of lost time promising to make up the lost days at the end of their bounden service. All without fraud these are subscribed in the colony of Renselaerswyck, on the date above written.

JEREMIAS VAN RENSSELAER
A: VAN CURLER
VOLCKART JANSZ
This mark X was made by SAMUEL ALLIN, aforesaid
This mark X was made by JONATAN BRONS, aforenamed
This mark X was made by PIETER SYMONSZ, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Deposition by Josyntje Verhagen and Angenietje Caspers respecting a quarrel between Elbert Gerbertsen Cruyf and Nicolaes Meyer

[84][1] We, the undersigned, declare at the request of Nicolaes Meyer [2] that to our certain knowledge it is true that the day before

[1] Between 83 and 84 there is a blank page which was originally numbered 78.

[2] The same as Nicolaes de Meyer, in 1664 alderman and in 1676 mayor of the city of New York. In the register of marriages of the Reformed Dutch Church of New York under date of June 6, 1655, occurs the registration of the bans of his marriage to Lydia, daughter of the ex-fiscal, or prosecutor, Hendrick van Dyck, in which he is described as from Hamburg, then claimed to be under the jurisdiction of the duchy of Holstein, for which reason he is occasionally referred to as from Holstein. He married the second time, after 1687, Sarah, the widow of John Weekstein, and died

yesterday in the afternoon the requirer went with us to the house of Tomas Jansz[1] and being together before the house of Marten Bierkaker,[2] Eldert Gerbertsz Cruyff came by us sitting upon his horse and said to the requirer [Meyer]: "Well, grand Signor, Captain Burgomaster, be you there? You are a grand master." The requirer replied in a good humor: "How do you know what I am?" Thereupon Eldert began to inveigh and scold at him, reminding him that he was indebted to him; then the requirer answered, asking him what the debt was, and Eldert said: "A hay wagon rope worth twelve stuyvers." The resuirer again said: "That is more than I knew," and that he should come to his house and he would pay him. Eldert again continuing his abuse called him a contrary dog, rogue, fool, and other vile names and pressed upon him with his horse that the requirer was forced to retreat; and though the requirer returned none of his abuse, Eldert sprang from his horse and struck the requirer several times in the face; the requirer escaping from him and coming into the house of Marten *Bierkaker,* where were more people, Eldert followed and again beat him; then they were separated. For the third time Eldert fell upon him and holding him down, gripped his throat so tight that he could neither speak nor call out and turned so black and blue that these deponents thought the requirer had been murdered. The requirer having come [85] to and got up, went out of the house with us and when we had proceeded a short distance on the highway, Eldert on his horse came after us calling out to the requirer, "You rogue, are you there? Now I will have you," and tried to ride over him forcibly with his horse. The requirer jumping over the fence, he [Eldert] sprang after him with his horse, but not being able to get across, he dismounted and leaped over the fence and followed the requirer who, to evade him, leaped over another fence and ran as fast he could, all bloody as he was, to the fort and so escaped him. We declare further that when we asked Eldert whence originated this quarrel and trouble, he answered: "I bought goods of him more than two years ago, but he would not let them go without the beavers being paid down," and said also that wherever he first saw or caught the requirer, he would handle him differently; all of which we are

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shortly before July 16, 1691. An abstract of his will is in New York Historical Society, *Collections,* 1892, 25:203. See also John H. Innes, *New Amsterdam and Its People,* p. 170–71.

[1] Thomas Jansen Mingael.

[2] Marten Hendricksen; see *Van Rensselaer Bowier Mss,* p. 821.

ready to confirm by oath, if needed and requested to do so. In witness whereof we have subscribed this in Beverwyck, the 9th of June 1661.

Harman Thomansz [1]

This mark X was made by JOSYNTIE V[ER]HAGEN, wife of Cornelis Jansz van Oos[taenen?]

This mark A was made by ANGENIETIE CASPERS, wife of Leendert Phillipsz

This mark + was made by *Catelyntie Sampsons,* wife of Harmen Thomasz, aforesaid

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1661

Power of attorney from Tjerck Claessen de Witt to Jan Albertsen

[86] On this day, the 9th of June 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Tjarck Claesz de With, husbandman, dwelling in the Esopus, who hereby constitutes and appoints Jan Albertsz,[2] master shoemaker, his brother-in-law, who intends to go to Holland, his special attorney to demand, collect and receive from his other brother-in-law named Pieter Jansz,[3] dwelling at Oosterbemus in Oost Vrieslant, amicably, or if need be by means of judicial proceedings, such rents as said Pieter Jansz owes him for the use of a certain piece of land obtained by the principal on the death and decease of his late father; for receipts acquittance to grant and with the said money to pay some of the principal's debts, as far as the amount will reach; also to the best advantage of the

[1] Harmen Thomassen Hun, from Amersfoort. His wife was the daughter of Sampson Berck, hence she is referred to sometimes as Catelyntje Sampsons and sometimes as Catelyntje Bercks, also written Bercx. Cf. Holland Society of New York, *Year Book,* 1900, p. 147.

[2] Jan Albertsen van Steenwyck. He died in the Esopus shortly before November 14, 1663. See *Dutch Records of Kingston,* revised translation by Samuel Oppenheim, p. 104.

[3] At first the text read: *syn broeder genaemt pieter jansz Dewith;* which was changed to: *mede syn swager genaemt pieter jansz.* the name *Dewith* being crossed out. Oosterbemus refers probably to a village on the coast of East Friesland, opposite the island of Baltrum, which on the map of "Emden & Oldenborch Comit," in Mercator's Atlas of 1619, appears as Oosterbeus.

principal to lease the said land, preferably to his brother-in-law Pieter Jansz, if he desires it and is willing to pay as much rent as any one else; and furthermore all things to do and to perform in this matter that may be needful and may seem advisable, the principal promising at all times to hold valid whatever by [87] said attorney shall be done and performed in the premises without any contradiction, provided that the attorney be holden to make a proper return of his transactions and receipts. Thus done and executed in Beverwyck in New Netherland, in presence of Hendrick Jochemsz and Louwys Cobes, as witnesses hereto called.

Tierck Clasen Witt

Hendrick Jochemsz
Ludouicus Cobes

D. V. Schelluyne, *Not. Pub.*
1661

Bond of Wynant Gerritsen van der Poel to Jacob Hendricksen Varrevanger

[88] On this day, the 9th of June 1661, Mr Jacob Hendricxsz Varrevanger, chirurgeon in the service of the honorable West India Company, having power of attorney from his mother Agnita Jacobs, dated the fourth of June 1655, executed before Notary Daniel Beuckelaer and certain witnesses at Amsterdam in Holland, of the first part, and Wynant Gerritsz van der Poel, master cabinet maker,[1] of the second part, have in amity and friendship agreed with each other about the payment of twelve hundred and sixty-one guilders, nineteen stivers and eight pence, Holland money, which were charged and debited to Wynant Gerritsz aforesaid per balance of a redeemable interest-bearing bond dated the 1st of April 1648, with accrued interest and charges thereon, in manner following: Wynant Gerritsz hereby promises to pay to said Mr Jacob Varrevanger, or his order, the number of sixteen hundred good, merchantable boards, to be delivered here, in full payment of the aforesaid sum of fl. 1261–19–8, in the space of six following years, one just sixth part next summer 1662 and each following summer likewise a just sixth part till full satisfaction is made, the said Wynant Gerritsz retaining his right to [claim compensation for] the sold household goods and personal estate at Amsterdam aforesaid where and in such a way as he shall deem proper.

[1] Mr *kistemaecker;* the old term for cabinet maker, which at the present day is used only in the sense of box maker, or coffin maker.

Wherewith the parties hereto are agreed, [89] having contracted with each other without any reservation or exception whatsoever. And for the faithful performance of what is hereinbefore written, the aforesaid Wynant Gerritsz binds his person and estate, personal and real, present and future, nothing excepted, subject to all courts and judges. Done in the colony of Rènselaerswyck in New Netherland, dated as above.

Wynandt Gerreyts van Den Poell
Jacob Hendericksz

A: van Curler, testis
Jan Verbeeck
as witnesses

D. V. Schelluyne, *Not. Pub.*
1661

Bond of Tjerck Claessen de Witt to Philip Pietersen Schuyler

[90] On this day, the 10th of June 1661, appeared before me, Dirck van Schelluyne, notary public, and before the following witnesses, Tjarck Claesz de With, husbandman, delling in the Esopus, and acknowledged that he was well and truly indebted to Mr Phillip Pietersz Schuyler in the sum of two hundred and fifty-six guilders, growing out of the purchase and delivery of a grey gelding, by the subscriber to his content received; which aforesaid sum of two hundred and fifty-six guilders, or 32 beavers, he promises to pay to the aforesaid Schuyler, or to his order, in manner following, to wit: in the month of April A° 1662, the quantity of fifty skipples of good winter wheat at current beaver's price, and the remainder of the sum in April A° 1663, also in wheat at the same price, each time punctually and without delay to be delivered here in Beverwyck without costs or damage; [the subscriber] binding thereto his person and estate, personal and real, present and future, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Hendrick Jochemsz and Walraven Claerhout, as witnesses hereto called.

Tierck Clasen Witt

Hendrick Jochemsz
Walraven Claerhout

D. V. Schelluyne, *Not. Pub.*
1661

Bond of Aert Pietersen Tack to Surgeon Gysbert van Imborch

[91] On this day, the 10th of June 1661, Aert Peetersz Tack, dwelling in the Esopus, acknowledged that he was well and truly indebted to Mr Gysbert Imbroeck,[1] chirurgeon here, in the sum of three and thirty good, whole beaver skins reckoned at eight guilders apiece, growing out of the purchase and delivery of a black gelding by him, Aert Peetersz, to his content seen and received; which aforesaid sum of three and thirty beavers (among which are comprehended two beavers for surgeon's fees) he, Aert Peeters, promises to pay to said Mr Gysbert Imbroeck, or to his order in good winter wheat, at current or beaver's price to be delivered here in Beverwyck, free of expenses, in the month of November 1662; thereto binding his person and estate, real and personal, nothing excepted, subject to the authority of all courts and judges. And in case (contrary to expectation) he fail to pay said sum at the stipulated time, he promises to pay therefor interest at ten to the hundred a year, beginning in November aforesaid and running until the full payment; nevertheless the capital sum may not be kept by him, under pretext of paying interest thereon, longer than Mr Gysbert Imbroeck shall permit, binding himself as above. Done in Beverwyck in New Netherland, dated as above.

This mark X was made by Aert
Peetersz Tack, aforenamed
In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Promissory note from Aert Pietersen Tack to Jan Barentsen Wemp

[92] On this day, the 13th of June 1661, Aert Peetersz Tack, dwelling in the Esopus, acknowledged that he was well and truly indebted to Jan Barentsz Wemp in the quantity of one hundred and six skipples of good winter wheat and a good new hat for said Jan Barentsz's son, growing out of the purchase and delivery of a grey gelding, in his fourth year, named *de Criger* (warrior), by him, Aert Peetersz, seen and to his content received; which aforesaid

[1] Surgeon Gysbert van Imbroch. He occupied at this time a house in Beverwyck owned by Adriaen Gerritsen van Papendorp, the lease of which expired on May 1, 1662. Soon after that date he appears as a resident of Wiltwyck. See lease from Adriaen Gerritsen to Mathys Jansen on page 108 of this volume and *The Dutch Records of Kingston*, part 1, 1658–1664, revised translation by Samuel Oppenheim, published by the New York State Historical Association, p. 46–47.

hundred and six skipples of wheat and new hat he, Aert Peetersz Tack, by these presents promises to pay to said Jan Barentsz, or to his order, and to deliver free of expense either here in the colony of Renselaerswyck, or at the Manhatans, at the option of Jan Barentsz, on or before the ensuing month of November A° 1662, punctually without delay; whereto Aert Peetersz binds his person and estate, real and personal, nothing excepted, subject to all courts and judges. Done in the colony of Renselaerswyck, dated as above.

This mark X was made by Aert Peetersz Tack, aforenamed
In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Power of attorney from Aert Piertersen Tack to Jan Barentsen Wemp

[93] On this day, the 13th of June 1661, Aert Peetersz Tack declares that he hereby constitutes and appoints Jan Barentsz Wemp his special attorney, for his behoof to purchase and to send to him to the Esopus one or two good mares, to his best advantage and upon such conditions of payment as he can secure; promising faithfully to meet the expenses and to make such payment as the attorney in purchasing said horses may agree upon, thereto binding his person and estate, nothing excepted, subject to all courts and judges. Done in the colony of Renselaerswyck, dated as above.

This mark X was made by Aert Peetersz Tack, aforenamed
In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Assignment of soldier's wages by Nathaniel Pietersen van Leyden to Hendrick Jochemsen

[94] On this day, the 13th of June 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Nathaniel Pietersz van Leyden, soldier in the service of the honorable West India Company, here lying in garrison in Fort Orange, and declared that by these presents he grants, transfers and makes over in true, rightful and free ownership to and for the behoof of Hendrick Jochemssz, dwelling in Beverwyck

near said Fort Orange, a certain sum of about eighty guilders, more or less, hard money (being soldier's pay earned in his capacity as aforesaid), as shall be shown by an account thereof at the office of the honorable director general and council of New Netherland; granting therefore to said Hendrick Jochemsz, or to his order, the lawful holder hereof, full power and authority the aforesaid sum according to account aforesaid to demand, collect and receive as his own property, he, the subscriber, acknowledging that he has received full satisfaction and payment for the same, the last penny with the first, and promising nevermore to do nor cause anything to be done contrary hereto either with or without legal proceedings in any manner whatsoever, binding thereto his person and estate, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Paulus Cornelisz van Abcoude and Cornelis van Dyck, as witnesses hereto called.

NATTANAIEL PIETERSE VAN LYDEN

Cornelis van Dyck
Paulus Cornelisz

D. V. SCHELLUYNE, *Not. Pub.*
1661

Certificate of Surgeon Jacob de Hinsse that Cornelis van Dyck has served his apprenticeship as a surgeon

[95][1] On this day, the 14th of June 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Jacob de Hinsse, chirurgeon in the village of Beverwyck near Fort Orange, who hereby declares it to be the real truth that Cornelis van Dyck, son of the Honorable Hendrick van Dyck, late fiscal of this province of New Netherland, has served him honestly and faithfully for the space of four successive years, ending the 10th of this present month of June, having performed service in the art of surgery and what appertains thereto as well as otherwise, well and faithfully to the satisfaction of the subscriber, and trained himself and duly and honestly served out his apprenticeship, in consequence of which the subscriber thanks him for his faithful service and the respect and consideration shown to him, as likewise he, Van Dyck, hereby thanks the aforesaid Mr Jacob de Hinsse for the good instruction and friendship bestowed on him. And the subscribers asked one or more authentic

[1] Between 94 and 95 there is a blank page which was originally numbered 90.

copies hereof to serve as occasion may require. Thus done and executed in Beverwyck in New Netherland, in presence of Laurens van Alen and Jan Claesz Backer, traders here, as witnesses hereto called.

J. Dehinsse
Cornelis van Dyck

Lourus van Alen
Jan Claesen Backer

D. V. Schelluyne, *Not. Pub.*
1661

Promissory note of Sophia van Wyckersloot to Madam Ebbingh

[96][1] Madam Zophia van Wickersloot, late widow of Mr Dirck van Hamel,[2] deceased, hereby acknowledges that by a settlement of accounts had between her and Madam Ebbingh,[3] she is well and truly indebted in the sum of one hundred and twenty-five guilders Holland money, forty-eight guilders, two stivers and eight pence in seawan and thirteen guilders, two stivers and eight pence in beavers, or beavers' value, which aforesaid respective sums she, Madam Sophia van Wickersloot, promises to pay to said Madam Ebbingh, or to the lawful bearer hereof, in the month of August next ensuing; and as regards the aforesaid item of fl. 125 Holland money, she promises to pay it in beavers reckoned at six guilders to the beaver; binding thereto her person and estate, subject to all courts and judges. In good faith, these are subscribed in Beverwyck, the 28th of June 1661.

Sophia van Wyckersloot

In my presence,

D. V. Schelluyne, *Secretary*
1661

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[1] Between 95 and 96 there is a blank page which was originally numbered 92.

[2] Dirck van Hamel succeeded Anthony de Hooges as secretary of the colony of Rensselaerswyck and died there July 2, 1660. His wife afterwards married Anthony Toinel.

[3] Johanna, a daughter of Johannes de Laet, of Leiden, who was associated with Kiliaen van Rensselaer in the colony of Rensselaerswyck. Her first husband was Johan de Hulter, with whom she came to Rensselaerswyck in 1653 and by whom she had four children, Joannes, Joanna, Samuel and Paulus de Hulter. After de Hulter's death in 1658 she returned to Holland. Soon after February 1659, she married at New Amsterdam Jeronimus Ebbingh, or Ebbinck, a merchant from Hamburg. By this second husband, Johanna de Laet had four more children, Francina, Albertus, and two twins, Francina and Maria Ebbingh, all of whom were baptized in the Dutch Church of New Amsterdam. See *Van Rensselaer Bowier Mss*, p. 845; *Minutes of the Orphan Masters of New Amsterdam*, 1:166–70; and Holland Society of New York, *Year Book*, 1900, 13:155.

Bond of Pieter Jansen van Hoorn to Pieter Ryverdinck

[97][1] On this day, the 28th of June 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Pieter Jansz van Hoorn,[2] dwelling in Beverwyck near Fort Orange, and acknowledged that he was well and truly indebted to Mr Pieter Riverdinck, trader here, in the sum of ninety-six guilders for the purchase and delivery of a bed and its appurtenances by him to his content received, which aforesaid sum of 96 guilders he, the subscriber, hereby requests Pieter Folckertsz, schoolmaster in the public school (*groote school*) at Hoorn, Holland, his guardian, to pay to the bearer hereof promptly within the space of fourteen days after sight, in good current Holland money, to be deducted from the effects of the subscriber in the hands of Pieter Folckertsz; to which end he [the subscriber] asks me, the notary, to deliver hereof three bills of the same tenor, one being paid, the others to be of no value, and in case (contrary to expectation) [said Pieter Folckerts] should fail to pay, the subscriber promises to pay said sum with interest at 10 per cent from the date hereof till the final payment, which shall be made in the month of June or July 1662, here in good beavers reckoned at eight guilders apiece, with the expenses that may be incurred; and for the greater security of good payment (if need be), Harmen Bastiaensz being here present, offers himself as surety for the aforesaid sum and interest and charges, to wit, that if Pieter Jansz van Hoorn does not pay the aforesaid sum, he will pay it in manner as above. For which purpose they, the subscribers, bind their [98] respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Mr Johannes van Brugh, formerly magistrate (*schepen*) of the city of Amsterdam in New Netherland, and Arien Appel, as witnesses hereto called.

This mark + was made by Pieter
Jansz van Hoorn, aforesaid
Harmen Bastiaens

Johannes van Brugh
A: Appel

D. V. Schelluyne, *Not. Pub.*
1661

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[1] Between 96 and 97 there is a blank page, originally numbered 94.
[2] Also referred to as Pieter Jansen *de Boer* (the farmer). See *Van Rensselaer Bowier Mss*, p. 838.

Contract of sale between Hendrick Willemsen and Hendrick Jansen van Veurden for a house and lot at New Amsterdam

[99] On this day, the 29th of June 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Hendrick Willemsz of the first part, and Hendrick Janssz van Veurde of the second part (both bakers), dwelling at Amsterdam in New Netherland, and acknowledged, said Hendrick Willemsz, that he had sold, and he, Hendrick Jansz van Veurde, that he had bought of him, a certain, the seller's house and lot, with all that thereon is fast by earth and nail, and further with such dominant and servient estates as the seller has hitherto possessed in the same and received from Joost Theunisz van Norden, baker,[1] according to the existing deeds of ownership and muniments of title thereof which on the day of delivery shall be turned over to the purchaser, such as the aforesaid house and lot is built, fenced and impaled, standing and lying on Winckel street opposite the Five Houses within the aforesaid city, bounded south by the house of Fredrick Gysbertsz van den Berch, west and north and east by the streets; the aforesaid house and lot being bought by and to be delivered to the purchaser free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for which said house and lot said Hendrick Jansz, the purchaser, promises to pay to said seller the sum of fifteen hundred [100] and fifty Carolus guilders at forty groats apiece Holland money, to be paid at Amsterdam in Holland, in the space of four years from the date hereof, to wit, every year as much as he can pay, one year more and another year less, provided the whole be paid within the four years to the seller or his order at Amsterdam in Holland. And said house and lot shall be lawfully conveyed and made over to the purchaser whenever it shall appear that full payment has been made. And whereas the purchaser at present occupies said house and lot under a lease, he shall pay the rent due till the first of May 1662 according to contract and thereafter as purchaser and owner of said house and lot remain in possession, with the understanding that the said house and lot shall be mortgaged to the seller till such time as the aforesaid contracted purchase money shall have been fully paid. For the faithful performance hereof the parties on both sides, each as far as he is

[1] The names of all three of the bakers mentioned occur repeatedly in the *Records of New Amsterdam,* edited by Berthold Fernow.

concerned, bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Jurriaen Blanck and Jochem Wessels, baker, as witnesses hereto called.

HENDERICK WEILLEMSEN, baker
HENDRICK JANSE VAN VEURDEN

Juryan Blank
Jochem, baker

D. V. SCHELLUYNE, *Not. Pub.*
1661

Power of attorney from Helmer Otten to Claes Bordingh

[101] On this day, the 3d of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Helmer Otten, baker in the village of Beverwyck, and declared that he constituted and appointed by these presents the worthy Claes Bordingh his special attorney to demand, collect and receive from Pieter Janse Emilius, skipper of the ship *de Hoop* (Hope), a cask of shoes, which he the principal, has not received, in accordance with the bill of lading signed by said skipper, of date 11th of December 1660, which bill of lading by its tenor calling for two casks of shoes is herewith placed in the hands of this attorney. Therefore, to said skipper the freight to pay and receipt to give; in case of refusal to constrain him to deliver the same by legal process and rigor of justice; to this and all the terms of the proceedings to observe unto sentence and extreme execution thereof; and furthermore all things to do and perform, which may be needful and may seem to him proper; [the principal] promising at all times to hold as valid whatever may be done and performed by said attorney, without any contradiction; binding himself thereto as by law provided.

Thus done and executed in Beverwyck in New Netherland, in presence of Jan Bricker and Jacob Sandertsz Glen, as witnesses hereto called.

HELMERICH OTTEN

This mark i B was made by
Jan Bricker, aforesaid
Jacob Sandersen Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Promissory note from Anthony Toinel and his wife to Christoffel Hoochlant

[102][1] On this day, the 3d of July 1661, Mr Anthony Tonnel acknowledged that he was well and truly indebted to Mr Christoffel Hoochlant in the sum of two hundred and ninety-eight guilders, for divers goods to her satisfaction received last year by his, Tonnel's wife, madam Sophia van Wickersloot; which aforesaid sum of two hundred and ninety-eight guilders he, Tonnel, promises to pay to said Hoochlant, or his order, in good merchantable beavers, reckoned at eight guilders apiece, within the time of three months from this date; thereto binding his person and estate, nothing excepted, subject to all courts and judges. Done in Beverwyck in N: Netherland, dated as above.

ANTHONY TOINEL
SOPHIA VAN WYCKERSLOOT

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Power of attorney from Harmen Thomassen Hun and his wife to Adriaen van Laer

[103][2] On this day, the 5th of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Harmen Thomasz[3] from Amersfort, master shoemaker, dwelling in the village of Beverwyck near Fort Orange, and Catelyntie Berck, his wife, late widow of Dirck Bensingh, deceased, (known to the undersigned witnesses), and declared that they constituted and appointed by these presents Adriaen van Laer, also a shoemaker, dwelling at Amsterdam in New Netherland, proposing to depart for Holland, their special attorney to demand, collect and receive from Angenietie Cornelis's daughter, dwelling on the *Stroomart* (Straw market) at Amsterdam in Holland the sum of seventy Carolus guilders remaining in her hands, as well as what shall be found at the Orphan Chamber of said city, belonging to said Catelyntie Berck by virtue of the inheritance which came to her by the death of Tryntie Jansz van Rechter, her mother, late wife of Cornelis Stoffelsz Bul, deceased at Amsterdam aforesaid in the year 1656; also from her brother Hendrick Berck the sum

[1] Between 101 and 102 there is a blank page which was originally numbered 100.
[2] Between 102 and 103 is a blank page which was originally numbered 102.
[3] Harmen Thomassen Hun.

of one hundred and fourteen guilders, according to obligation dated the 8th of March 1656. Likewise to represent them at the settlement of the estate of the late Wendeltie Harmens, aged spinster, aunt or father's sister of said Harmen Thomasz, who died at Alckmaer in Holland aforesaid, and there to demand and to receive his lawful inheritance and portion of her estate coming to him whether *ab intestato* or under her will (if one was made); acquittance to [104] grant for receipts and in case of refusal payment to obtain by legal proceedings and the rigor of the law; to this end all legal steps to observe to judgment and final execution thereof; with power one or more persons *ad lites* to substitute in his place; also to compound, contract and agree and furthermore all things to do, transact and perform which may be needful and may seem proper to him; [the principals] promising at all times to hold as valid whatever may be done and performed by said attorney, or by his substitute, in the above matters without any contradiction, provided that the attorney be holden a proper return to make of his said transactions and receipts when required.

Thus done and executed in Beverwyck in New Netherland, in presence of the Honorable Frans Barentsz Pastor, commissary of Fort Orange, and Hendrick Hendricxsz, baker, as witnesses hereto called.

HARMAN THOMANSZ
This mark X was made by
CATELYNTIE BERCK, aforenamed

Frans Barensz Pastoor
Hendrick Hendricksen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Harmen Thomassen Hun to Adriaen van Laer

Harmen Thomasz acknowledges that he is well and truly indebted to Adriaen van Laer in the sum of seventy Carolus guilders, Holland money, to be received in Holland according to power of attorney to him granted, growing out of merchandise to his content received; promising, in case of his failure to receive the aforesaid sum in Holland according to said power, to pay the said sum here in the year 1662 in good beavers, reckoned at eight guilders apiece: In good faith, these are subscribed in Beverwyck the 5th of July 1661.

HARMAN THOMANSZ

Bond of Willem Brouwer to Adriaen van Laer

[105] On this day, the 6th of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Willem Brouwer, master shoemaker, dwelling in Beverwyck near Fort Orange, and acknowledged that he was well and truly indebted to Adriaen van Laer, also shoemaker, in the sum of nine good whole beavers reckoned at eight guilders apiece, growing out of the purchase and delivery of leather of different sorts, delivered to him; which said nine beavers he promises to pay to said Van Laer, or the lawful bearer hereof in the month of July 1662, punctually, without further delay, or otherwise in hides at beavers' price; therefor binding his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Harmen Thomasz and Pieter Loockermans, as witnesses hereto called.

WILLEM BROUWER

Pieter Loockermans
Harman Thomansz

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Barent Gerritsen to Barent Pietersen Coeymans

On this day, the 6th of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Barent Gerritsz, who acknowledged that he was well and truly indebted to Barent Pietersz,[1] the miller, in the sum of ninety-[106] five skipples of good winter wheat, growing out of the purchase and delivery of five hundred boards, by him, the subscriber, to his content received; which sum of ninety-five skipples of good winter wheat he promises to pay to said Barent Pietersz, or to the lawful bearer hereof, in the month of November next, punctually, without further delay, to be delivered here in Beverwyck free of expense; thereto binding his person and estate, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in New Netherland, in the presence of Arien Appel and Andries Herbertse, as witnesses hereto called.

This mark H was made by BARENT GERRITSZ aforesaid

A: Appel
Andris Herberts

D. V. SCHELLUYNE, *Not. Pub.*
1661

[1] Barent Pietersen Coeymans.

Deposition of Jacob Engelen, Jan Roelofsen and Geurt Hendricksen respecting a quarrel between Eldert Gerbertsen Cruyf and Hendrick Jochemsen

[107] On this day, the 13th of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jacob Engelen, Jan Roeloffsz, and Geurt Hendricxsz, all of competent ages, dwelling in Beverwyck, and declared at the request of Hendrick Jochemsz, that to their certain knowledge it was true that they, yesterday evening, at the house of the requirer [Jochemsz], heard Eldert Gerbertsz Cruyff accuse him, the requirer, of being a rogue and false bookkeeper and saw him strike him and throw him under his feet. Afterwards Jacob Engelen and Geurt Hendricxsz heard him say to the requirer, "You cheat yourself and do not charge everything that is consumed." These deponents are ready, if need be, to confirm the above by their oath when required.

Thus done and executed in Beverwyck in New Netherland, in the presence of Cors Bontsz and Cornelis Vos, as witnesses hereto called.

Jacob Engelen
Jan Roelofs
Geurt Hendrycksen

Cornelis Vos
This mark X was made by
Cors Bontsz

D. V. Schelluyne, *Not. Pub.*
1661

Power of attorney from Pieter Bronck to Nicolaes Meyer

[108] On this day, the 25th of July 1661, appeared before me, Dirck van Schelluyne, and before the afternamed witnesses, Pieter Bronck, dwelling in Beverwyck, and declared that he constituted and appointed hereby Mr Nicholaes Meyer, trader in Amsterdam in New Netherland, his special attorney to demand, collect and receive of diverse persons, his debtors, dwelling at Amsterdam aforesaid and thereabouts, such beavers or the value thereof in seawan as are due to him from them respectively, as by obligation and other evidences thereof appears, a list of which is written below and delivered to the attorney; hence, acquittance to grant for receipts, and in case of refusal to constrain them to pay by legal process and rigor of justice and to this end all terms of the proceedings to observe to sentence and extreme execution thereof; with power also, if need be, to substitute another person in his

place; and furthermore all things to do, transact and perform which may be needful and which seem to him proper, [the principal] promising at all times to hold as valid whatever by virtue of these presents may be done and performed in this matter by the attorney, or by his substitute, without any contradiction, [109] provided that the attorney be holden to make a proper return of said transactions and receipts when required. Thus done and executed in Beverwyck in New Netherland, in presence of Adriaen Appel and Pieter Loockermans as witnesses hereto called.

PETER BRONCK

A: Appel
Pieter Loockermans

D. V. SCHELLUYNE, *Not. Pub.*
1661

List of documents delivered to Nicolaes Meyer; date as above

A judgment dated 18 Feb. 1659, against Michael Theunisz (for which his wife signed an obligation dated 23 Feb. 1660, to be paid in seawan, for the sum of fl 105, as per balance)[1] fl 105

An obligation dated 20th March 1660, due from Jan Thomase; a balance of fl 138

A note from Eldert Gerbertsz Cruyff respecting a hog and four skipples of wheat; this Jan Theunisz must have again when he pays the obligation.

An obligation due from Egbert Sandertsz, dated 2 April 1660, for the sum of fl 207–16

An obligation due from Grietie Jacobsz, wife of [blank] dated 23 9 br. 1660, for the sum of fl 105, to be paid in seawan.[2]

Nicolaes d Meyer

Bond of Teunis Cornelissen Slingerlant to Nicolaes de Meyer with mortgage of his house and lot at New Amsterdam

[110] On this day, the 25th of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Theunis Cornelisz Slingelant, trader in Beverwyck, and acknowledged that he was well and truly indebted to

[1] The words in parentheses are substituted in the margin for "in the sum of f 152." The date of the obligation should probably be 23 Nov. 1660; see last item.

[2] This item is crossed out. In spite of the difference in date, the obligation referred to is probably the same as that mentioned in the first entry.

Mr Nicolaes Meyer, according to a settlement of accounts made in the year 1660, in the quantity of one hundred and twenty ells of duffel and thirteen and a half double twilled coverlets, which aforesaid duffel and coverlets said Meyer shall receive, to be delivered at the Manhatans all in good condition and free from damage, out of the first goods and merchandise which he [Slingelant] is expecting with his brother-in-law, Storm Albertsz, by the first ship or ships from Holland; giving him, Meyer, hereby full power the aforesaid duffel and coverlets to demand and receive and in case of failure through accident or otherwise the subscriber promises to pay for the aforesaid duffel and coverlets in good winter wheat at beaver's price, on or before the month of November next to be delivered free of expense at the Manhatans, at current prices as the market may be in November next, as well the duffel and coverlets as the wheat; and for the greater security of the same he constitutes and appoints hereby Andries de Haes, baker, his special attorney to bind and mortgage his house and lot standing and lying in the city of Amsterdam in New Netherland, next the house and lot of his father-in-law Albert Andriesz [1], in order to secure the aforesaid payment, if need be, without loss or expense; [111] promising nevermore to do nor cause anything to be done contrary hereto, in any manner, either by or without resorting to law, and furthermore binding his person and estate, real and personal, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Wichman Jurriaensz and Isaacz Vermeulen, as witnesses hereto called.

TUENYES CORNELIS SLYENGHERLANT

This mark X was made by
Wichman Jurriaensz,
aforenamed
Isack Vermuelen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract of sale between Cornelissen Bogaert and Barent van Marle for a house and lot at Beverwyck (incomplete)

[112] On this day, the 29th of July 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Cornelis Cornelisz Bogaert of the first part, and Barent van Marle of the second part, acknowledging, the aforesaid

[1] Albert Andriessen Bratt.

Bogaert, that he had sold, and he, Barent van Marle, that he had bought of him, a certain, the seller's, house and lot, in breadth on the street (the house and alley together), twenty-one and a half feet, by virtue of the patent of a greater lot which [patent] shall be handed over to the buyer on the day of delivery, in length, keeping the same breadth to the Kill, as the same lies in its fence, with all that is thereon fast by earth and nail, with such dominant and servient estates and rights as said seller has hitherto possessed the same; and just as said house and lot is now standing on the southerly side of Joncker Street, in the village of Beverwyck, bounded on the east side by the seller, on the south side by the aforesaid Kill, on the west side by Daniel Verveelen, and on the north side by said Joncker street. The aforesaid house and lot is sold [113] and shall be delivered to the purchaser charged with a mortgage to him of six hundred and twenty-four guilders in good whole beavers, reckoned at eight guilders apiece, and with a mortgage to Director Jeremias van Renselaer of [the remainder is wanting and the instrument is canceled].

Contract of sale between Hendrick Jochemsen and Frans Jansen Pruyn and Jacques Cornelissen van Slyck for a house, lot and barn in the colony of Rensselaerswyck

[114] On this day, the 1st of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Hendrick Jochemsz of the first part and Frans Jansz Proyn and Jaques Cornelisz [1] of the second part, acknowledging, the said Hendrick Jochemsz that he had sold, and Frans Jansz and Jaques Cornelisz that they had bought of him, a certain, the seller's, house and lot together with a barn [2] built by Jan Schoon, as they lie and are built and inclosed within the fence, with all that is fast therein by nail and earth and furthermore with such dominant and servient estates and rights as the seller acquired from Cornelis Cornelisz van Starrevelt and have by him hitherto possessed; said house and lot are standing and lying in the colony of Renselaerswyck, bounded on the north side by Cors Boutsz, on the east and south sides by the streets and on the west side by the patroon of the aforesaid colony; which aforesaid house, barn and

[1] Jacques Cornelissen van Slyck.

[2] *Schuyrberch*, apparently a combination of barn and hay rick, the rick being placed on top of the barn, an arrangement not uncommon in the Netherlands on village lots where economy of space is important.

lot are sold and are to be delivered to the purchasers free and unincumbered, without any charges thereon or issuing out of the same, save the patroon's rights; for which house, barn and lot said purchasers promise to pay the sum of eight hundred and forty guilders in good strung trading seawan, a just half in the latter part of the current month of August and the other half in the month of June 1662, each time promptly without [115] further delay; and the purchasers shall enter upon and take possession of said house, lot and barn immediately, the seller to be holden in the months of September and October next at his own expense to face the house on all sides (except the stable[1]) with brick. For the faithful performance of what is hereinbefore written the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges, and said house and barn shall remain as special security for the full payment of the aforesaid purchase money. Thus done and executed in Beverwyck in N: Netherland, in presence of Cornelis Cornelisz van Starrevelt aforenamed and Marchelis Jansz as witnesses hereto called.

HENDRICK JOCHEMSZ
This mark X was made by JAQUES CORNELISZ aforesaid
FRANS YANSEN PROUM
Coernelis Coernelissen uan Sterrenuelt
Maercelys Jansen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Catrina Sanders, wife of Sander Leendertsen Glen, to Nicolaes de Meyer

[116] Copy

I, the undersigned, Catrina Sanders, wife of Sander Leendertsz, hereby acknowledge that by a true settlement of accounts I am well and truly indebted to Nicolaes de Meyer, the bearer hereof, in the sum of five hundred and thirty-five guilders, 18 stivers, in good, whole beavers, for merchandise received by me to my satisfaction in the year 1660; and as hitherto I have not been in a position to pay said sum, therefore I, the subscriber, now promise hereby honestly and duly to pay said sum at the first opportunity without further delay, and for the faithful performance hereof I

[1] *Uytlaet*; referring to the row of stalls or bays on the side of the building under the lower part of the roof.

bind my person and estate, nothing excepted, subject to all courts and judges wherever they may be. Thus signed and done at Fort Orange, Anno 1661, the 10th of August.

Was signed: This mark was made by Catrina Sanders, aforesaid, and (in my presence) D. V. Schelluyne, Not. Pub.

Agrees with the original,

by me,

D. V. SCHELLUYNE, *Not. Pub.*

1661

[*Indorsed:*]

Accepted hereon by a bill on Hendrick Jansz Roosenboom the sum of 30 beavers. fl 240

By Willem Bout 36 boards

By Thomas Koningh 43 boards

The 79 boards are reckoned at 4 beavers, which will be credited when the boards are paid. fl 32

Lease of a house, lot and garden in Beverwyck from Hendrick Jockemsen to Anthony Jansen

[117] On this day, the 16th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Hendrick Jochemsz, of the first part, and Anthony Jansz,[1] court messenger of the colony of Renselaerswyck, of the second part, who acknowledged, the aforesaid Hendrick Jochemsz that he had let, and he, Anthony Jansz, that he had hired of him, a certain, the lessor's, house, lot and garden, now occupied by the lessor, standing and lying in the village of Beverwyck, known to the lessee, for the term of two following years, beginning on the first day of October next, for the sum of twenty good beavers and two hundred guilders in good, strung seawan, [to be paid] promptly each year. It is further stipulated that the lessee shall be holden to repair the roof of the house at his own expense and that the lessor shall do the rest, keeping the windows and floors tight. Furthermore the walls of the back room shall be faced with brick at their joint expense, the lessor to furnish the brick. The lessee shall be holden to deliver up said house, lot and garden, at the end of the lease in good repair; and the lessee has the refusal of a third year's lease on the same conditions as above,

[1] Anthony Jansen, who was an innkeeper at Beverwyck, is occasionally referred to as Anthony Jansen Westbroeck. His descendants appear under the name of Westbroeck in the records of the Reformed Dutch Church at Kingston.

and in case of a sale the lessee shall have the first offer, provided he pay as much as others.

[118] For the faithful performance of which the parties hereto mutually bind to each other their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Renselaerswyck, in the presence of Hendrick Janze Looman, as witness.

Hendrick Jochemsz
Anthonny Jansz

This mark I I was made by
Hendrick Jansz Looman,
aforenamed

D. V. Schelluyne, *Not. Pub.*
1661

Agreement between Aryan Symensen and Jacobus de Looper to submit the matter in dispute between them to arbitrators

As to the matter in dispute between Arien Symonsz and Jacobus de Looper,[1] namely, that Arien Symonsz demands of Looper one hundred and sixty guilders for goods received while on the other hand Jacob de Looper demands of him compensation for loss and damage suffered by him in consequence of his having leased to him a house and having left it unfinished as well as having promised to deliver to him goods to trade with and not having delivered them, the said parties have fully and absolutely submitted said differences to the arbitrament and decision of Cornelis Theunisz Bos, Johan Verbeeck, Claes Ripsen and Dirck van Schelluyne, promising in all respects to abide by and carry out said decision when rendered and never to do nor cause to [119] be done anything contrary thereto, whether in or out of court, in any manner whatsoever, under penalty that he who acts contrary thereto shall forfeit to the poor the sum of fifty guilders. Done in Beverwyck, the 16th of August 1661.

Aryan Symense
This mark X was made by Jacobus de Looper aforesaid

Award of arbitrators.

In pursuance of the above agreement, having heard the acknowledgement of the debt to Arien Symonsz and the demand by Jacobus Looper of the sum of twelve beavers and further argu-

[1] Jacob Teunissen, from Naerden, *alias* de Looper.

ments by the parties, we have according to the best of our knowledge adjudged and decided that Jacobus Looper shall deduct and retain from the aforesaid sum of one hundred and sixty guilders, ten beavers, and be holden to pay the remaining ten beavers, while on Arien Symonsz shall fall the costs of this arbitration; the parties hereto to have no further claim upon each other for the past. Which determination was approved of by the parties in our presence by a shaking of the hands, and they have thanked us.

Dated as above.

Cornelus Thonisen Bos
Jan Verbeeck
Claes Ripsen van Dam
D. V. Schelluyne, *Not. Pub.*
1661

Power of attorney from Adriaen Dircksen to Jan Bastiaensen van Gutsenhoven

[120] On this day, the 16th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses,[1] Adriaen Dirkcsz,[2] husbandman dwelling in the colony of Renselaerswyck, and declared that he constituted and appointed by these presents Jan Bastiaensz van Gutsenhoven, proposing to depart for Holland, his special attorney to demand, collect and receive from Mr Anthony Vastrick, merchant at Amsterdam in Holland, a certain sum of money remaining in his hands consisting, he is informed by Arien Symonsz, of fifty-six dollars; which money in a settlement of accounts between said Vastrick and Dirck Adriensz, son of the subscriber, was credited to the said Dirck Adriaensz, who is presumed to be dead, inasmuch as for nine years no tidings have been received that he was living; and for the greater security and discharge of the aforesaid Vastrick, Pieter Boutsz van Dockum, dwelling on Wier street at Amsterdam aforesaid, shall become surety as principal for the reimbursement of the money now to be received in case of future demands, whereof said Van Dockum is herewith notified also; therefore, acquittance to grant for receipts and furthermore all

[1] At this point were crossed out the words: "Jannetie Jansz, born at Amsterdam in Holland, wife of."

[2] Adriaen Dirckse [De Vries] in 1654 complained of Harmen Harpertse and Seger Cornelise for blowing horns and ringing bells before his door and at him in presence of his neighbors. At one time he occupied a farm at Schotac. He owned a house and lot also in Beverwyck. Adriaen Dirckse (perhaps the above) from Maersen, married Maritie Lievens, widow, in New Amsterdam July 23, 1645. J. P.

things to do, transact and perform as may be needful and to the attorney may seem proper, [the principal] promising [121] at all times to hold as valid whatever said attorney may do and perform in the aforesaid matter, without any contradiction, provided that said attorney be holden a proper return to make of his said transactions and receipts when required. Thus done and executed in the colony of Renselaerswyck in N: Netherland, in presence of Adriaen Symonsz aforesaid and Storm Albertsz, as witnesses hereto called.

This mark X was made by ADRIAEN DIRCKSZ, aforenamed

Aryan Symense
Storm Albertsen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Power of attorney from Barent van Marle to Gysbert van Imbroch

[122] On this day, the 17th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Barent van Marle, who declared that he constituted and appointed hereby Mr Gysbert van Imbroeck,[1] chirurgeon, his special attorney to direct and manage all his business and affairs to the subscriber's best advantage, according to the oral and written instructions given him; and likewise all outstanding debts to demand, collect and receive, voluntarily, or otherwise by means of judicial proceedings, and acquittance for the receipts to grant, his just rights both in claiming and defending against all and every person to preserve and uphold; and furthermore all things to do, perform and transact which may be needful or to him seem advisable, [the principal] promising at all times to hold such transactions valid, the same as if he himself being present had done them, without contradiction; binding himself thereto as by law provided, on condition that the attorney be holden a proper return of his transactions and administration to make when required. Thus done and executed in Beverwyck, in presence of Walraven Claerhout and Jan Bastiaensz van Gutsenhoven, as witnesses hereto called.

BARENT VAN MARLE

Jan Bastiaensen
Walraven Claerhout

[1] The same as van Imbroch; see his signature on p. 95.

Lease of part of a house from Hilletje Tyssinck, wife of Pieter Bronck, to Jan Harmensen

[123] On this day, the 18th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Hilletie Tyssinck, wife of Pieter Bronck, attorney of her said husband, of the first part, and Jan Hermensz, baker, of the second part; acknowledging, said Hilletie Tyssinck, that she had leased and he, Jan Harmense, that he had hired of her, the front part of her house, consisting of a cellar, front room and loft, at present occupied by Mr De Haen and known to the lessee, for the time of one year beginning when the said De Haen leaves the house, which is to happen in a few days, but the lessee may take possession of and use the cellar from this present moment. As rent for said forepart of the house, the lessee promises to pay the sum of thirty good whole beavers; and whereas said part of the house shall be delivered to the lessee in proper repair, window, roof and floor tight, the lessee promises to deliver up the same in like condition at the end of this lease, accidents from without excepted. For the faithful performance of what is hereinbefore written, the parties hereto, each with respect to his own obligations, mutually bind their persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck, in presence of Jan van Aken and Daniel Hondekoutre, as witnesses hereto called.

JAN HARMENS
HYLEKE TTESYNCK

Daniel Hondecoutre
This mark X was made by *Jan van Aken,* aforesaid

D. V. SCHELLUYNE, *Not. Pub.*
1661

Settlement of accounts between Thomas Lodewycksen and Reynier Wisselpenninck

[124] On this day, the 18th of August 1661, Thomas Lodewycxsz and Reynier Wisselpenninck have in love and friendship contracted and agreed with each other respecting a sloop (*jacht*) built by them in company as well as regards the settlement of their accounts concerning the same and other outstanding accounts to this date, without any exception whatever, in manner following:

Reynier Wisselpenninck hereby renounces and releases all right, claim, pretention and ownership which he has hitherto had in and

to the said sloop to the behoof of said Tomas Lodewycxsz, without making any further claim thereto whatever. On the other hand Thomas Lodewycxsz promises to pay him, Reynier Wisselpenninck, within the space of fourteen days twenty-seven and a half good beavers, reckoned at eight guilders apiece, and likewise 27½ beavers to the creditors of said Reynier whom he shall name and assign over to him. So that Reynier remains bound to pay the just half of what by true account is due to Albert Andriesz and Willem Bout for planks, etc. delivered for the sloop.

[125] Herewith the parties, having no further claims one against the other, whether in respect to the sloop or otherwise, are fully agreed and have settled their accounts, promising nevermore to do nor cause to be done anything contrary hereto, either by or without resorting to law, for which they bind their persons and estates, nothing excepted, subject to all courts and judges, thanking each other for the respect and friendship shown and [intending] henceforth to be and remain good friends. Done in Beverwyck, dated as above.

Tomas Lodwickzon
Reinier Wisselpenye

In my presence as witness,
Francoys Boon

In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Lease of a house and lot from Barent van Marle to Lourens van Alen

[126] On this day, the 8th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Barent van Marle of the one part, and Lourens Van Alen of the other part, acknowledging, the said Van Marle that he had let, and he, Van Alen, that he had hired of him, a certain, the lessors' house and lot in which the lessee at present dwells, standing and lying in the village of Beverwyck, for the time of one year commencing on the 6th of May 1662, for the sum of five and twenty good whole merchantable beaver skins. It is further agreed that inasmuch as the aforesaid house and lot was in proper repair when occupied by said lessee, he shall be holden to surrender the same in the same condition at the end of the lease, accidents which he can not help excepted. And for the

faithful performance of what is hereinbefore written, the parties hereto respectively bind their persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck, in presence of Mr Andries Herbertse and Jan Bastiaensz van Gutsenhoven, as witnesses hereto called.

BARENT VAN MARLE
LOVRUS VAN ALEN

Andris Herberts
Jan Bastiaensen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Philip Hendricksen to Jan Bastiaensen van Gutsenhoven

[127] On this day, the 20th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Phillip Hendricxsz, brewer here, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of four hundred and sixteen guilders and eighteen stivers, growing out of the purchase and delivery of diverse wares and merchandise heretofore received, according to the account thereof; which said sum of four hundred and sixteen guilders and eighteen stivers, the subscriber promises to pay in good whole merchantable beavers, reckoned at eight guilders apiece, at the farthest promptly on the 1st of July 1662, with interest thereon at 10 per cent a year, beginning on the date hereof and running until the full and effectual payment of the same; thereto binding his person and estate, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck, in presence of the Honorable Sheriff Gerard Swardt and Gelyn Verplancken, as witnesses hereto called.

PFLIP HENRICKSEN

G: Swartt, as witness
Geleyn Verplanck [1]

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Ulderick Klein to Jan Bastiaensen van Gutsenhoven

[128] On this day, the 20th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the after-

[1] G. Verplanck, a trader of New York, was brother of Isaac Verplanck, who settled in Beverwyck. J. P.

named witnesses, Uldrich Cleyn, dwelling in Beverwyck, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of seventy-eight guilders, for merchandise to his content received; which said sum of seventy-eight guilders, he promises to pay in good whole merchantable beavers, reckoned at eight guilders apiece, in the month of July A°. 1662, without longer delay; thereto binding his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck, in presence of Gelyn Verplancken and Jacob Sandersz Glen, as witnesses hereto called.

ULDERYCK KLEIN

As witnesses:
Geleyn Verplanck
Jacob Sandersen Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Jan Cornelissen Vyselaer to Adriaen Symonsen

[129] Jan Cornelisz Vyselaer, master mason, acknowledges hereby that he has received of Adriaen Symonsz the sum of one hundred guilders in good strung seawan, promising to pay him therefor in the month of July A°. 1662, in good whole beavers reckoned at sixteen guilders seawan apiece; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck in N: Netherland, this 22d of August 1661.

This mark X was made by JAN CORNELISZ VYSELAER, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Pieter Jansen van Hoorn to Jan Albertsen

[130] On this day, the 22d of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Pieter Janssz van Hoorn, dwelling in Beverwyck in N: N:, and acknowledged that he was well and truly indebted to Jan Albertsz,[1] master shoemaker, in the sum of two hundred and fifty Carolus guilders, at forty groats apiece, Holland money, to be paid in Holland, growing out of the purchase and delivery

[1] Jan Albertsen van Steenwyck.

of wheat and good beavers by him thankfully received; hereby requesting Mr Pieter Folckertsz, schoolmaster in the public school at Hoorn in Holland, his guardian, out of the effects and means belonging to the subscriber, remaining in his [Folckertsz's] hands, to pay the said sum of two hundred and fifty Carolus guilders to said Jan Albertsz, who intends to leave for Holland this year, or to the lawful bearer hereof, and that within the time of six weeks after sight, to which end at the request of the subscriber three copies hereof of the same tenor are issued by me, the notary, one being paid the others to be null and void; and in case, contrary to expectations, the payment of said sum fails or is refused, then the subscriber promises to pay said sum or its equivalent here, without costs or loss, so soon and whenever it shall appear that said sum has not been paid at Hoorn in Holland; thereto binding his person and estate, having and to have, nothing [131] excepted, to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in the presence of Mr Gysbert Imbroeck, chirurgeon, and Laurens van Alen, as witnesses hereto called.

This mark X was made by PIETER JANSZ VAN HOORN, aforenamed

Gysbert van Imbroch
Lourus Van Alen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Power of attorney from Gerrit van Tricht to Arnout Cornelissen Viele

On this day, the 23rd of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Gerrit van Tricht,[1] who declared that he constituted and appointed by these presents Aernout Cornelisz Vele,[2] dwelling in Beverwyck, his special attorney to demand, collect and receive of diverse persons, his creditors, certain sums in beavers and otherwise which are due to him from the same, according to obligations

[1] Gerrit van Tricht was a merchant of New Amsterdam, where at different times he was nominated as schepen and alderman He was probably a brother of surgeon Abraham van Tricht of Beverwyck, as the latter and his wife, Lysbeth Teller, on August 25, 1680, were witnesses at the baptism of Lysbeth, daughter of Gerrit van Tricht and Marritie van der Grist. In 1675 he was a deacon of the Reformed Dutch Church of New York; see *Doc. Hist. N. Y.*, 3:875.

[2] Arnout Cornelissen Viele, the Indian interpreter.

and accounts thereof placed in the hands of the attorney; to that end acquittance to grant for receipts and in case of [132] refusal, the unwilling to constrain to pay by legal proceedings and rigor of justice; for that purpose all terms of the proceedings to observe unto judgment and extreme execution thereof; and furthermore all things to do, perform and transact which may be needful and which he may think proper, promising at all times to hold valid whatever the attorney may do and perform in this matter, without any contradiction; provided that the attorney be holden a proper return to make of said transactions and receipts when required. Thus done and executed in the colony of Renselaerswyck, in presence of Pieter Adriaensz and Jan Joosten, as witnesses hereto called.

GERRITT VAN TRICHT

Pieter Adr[i]ae[n]sen [1]
Jan Joosten [2]

D. V. SCHELLUYNE, *Not. Pub.*
1661

Settlement of a dispute between Lucas Eldertsen and Annetje Pieters in regard to the lease of a house

[133] In the matter in dispute between Luycas Eldertsz and Annetie Pietersz, widow of the late Barent Jansz Bal,[3] in regard to the lease by her of the house, lot and garden of Roeloff Swartwout, standing and lying in the colony of Renselaerswyck, the parties through the mediation of the undersigned have in love and friendship agreed and contracted with each other as follows, namely:

Annetie Pietersz gives up and relinquishes the lease of the said house, lot and garden which she had hired for the term of two years but which she has occupied for not more than three-fourths of a year or a year at the most, Luycas Eldertsz not having been able to deliver the same in proper repair nor properly to fence in the garden, as was stipulated.

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[1] Pieter Adriaensen van Woggelum, *alias* Soogemackelyck.

[2] The name of Jan Joosten appears frequently in the *Records of New Amsterdam* in connection with a yacht called *The Flower of Gelder*, which he and his partner Lucas Andriessen sold in or before 1663 to Thomas Jansen Mingael. This is probably the same person as Jan Joosten van Haerlem who in 1660 married at New Amsterdam Tryntje Jans van Haerlem.

[3] Annetje Peters, from Holsteyn, widow of Jacques Kinnekom, married in 1652, at New Amsterdam, Barnet Jansen Bal, from Velthuysen in the county of Benthem [Veldhausen in Bentheim, Germany].

On the other hand she, Annetie Pietersz, promises to pay to said Lucas Eldertsz (over and above the four beavers and the thirty-one guilders seawan which he has received), one and a half beavers or the value thereof.

Wherewith the parties are agreed and reconciled, neither one [134] having anything more to claim or to demand of the other, whether at law or otherwise, in any manner whatever, for which they bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Renselaerswyck, the 23d of August 1661.

Luyckas Eldersen
This mark X was made by Annetie
Pietersz aforesaid
Andrys De Vos
D. V. Schelluyne
1661

Bond of Eldert Gerbertsen Cruyf to Jan Bastiaensen van Gutsenhoven

On this day, the 25th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Elbert Gerbertsz Cruyff, dwelling at Betlehem in said colony, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of one hundred and twenty-eight guilders and two stivers, growing out of the purchase and delivery of diverse wares and merchandise by him to his satisfaction received; which aforesaid sum of fl. 128-2 [135] the subscriber promises to pay to said Gutsenhoven, or to the lawful bearer hereof, punctually in the month of March 1662 next ensuing, without longer delay, in good winter wheat at beaver's price; thereto binding his person and estate, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck, in presence of the Honorable Frans Barentsz Pastor and Evert Wendel, magistrates of Fort Orange, as witnesses hereto called.

Elbert Gerbertsz Cruif

Frans Barensz Pastoor
Evert Wendel

D. V. Schelluyne, *Not. Pub.*
1661

Bond of Cornelis Cornelissen van Voorhout to Jan Bastiaensen van Gutsenhoven

[136] On this day, the 25th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Cornelis Cornelisz van Voorhout, dwelling in the colony of Renselaerswyck, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of four hundred and eleven guilders and twelve stivers, growing out of the purchase and delivery of diverse wares and merchandise to his satisfaction received; which said sum of fl. 411–12, with interest thereon at 10 per cent a year commencing on the date hereof and running to the full and effectual payment of the same, he promises to pay to said Gutsenhoven, or to the lawful bearer hereof, in the month of March 1662 next ensuing, punctually and without longer delay, in good winter wheat at beaver's price; thereto binding his person and estate, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck, in the presence of the Honorable Frans Barentsz Pastor and Evert Wendel, magistrates of Fort Orange, as witnesses hereto called.

This mark was made + by CORNELIS CORNELISZ VAN VOORHOUT, aforenamed

Frans Barensz Pastoor
Evert Wendel

Bond of Geertruyt Andriessen, widow of Jacob Jansen Stol, to Jan Bastiaensen van Gutsenhoven

[137] On this day, the 26th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Geertruyt Andriesz, widow of the late Jacob Janssz Stol,[1] dwelling in the Esopus, and acknowledged that she was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of two hundred and thirteen guilders, growing out of the matter of the purchase and delivery of diverse wares and merchandise to her content received; which said sum of fl. 213, with interest on the same at 10 per cent a year commencing at the date hereof and running to the full payment thereof, the subscriber promises to pay to said Gutsenhoven, or to the lawful bearer hereof, at farthest in the month of July 1662 next ensuing,

[1] Jacob Jansen Stol was killed in the first Esopus Indian war in 1659. See *Doc. rel. to Col. Hist. N. Y.*, 13:118, 119, 157.

punctually and without further delay, in good whole beavers, reckoned at eight guilders apiece; thereto binding her person and estate, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Gelyn Verplancken and Jacob Sandertssz Glen, as witnesses hereto called.

This mark X was made by Geertruyt Andriessz, aforenamed

Geleyn Verplanck
Jacob Sandersen Glen

D. V. Schelluyne, *Not. Pub.*
1661

Bond of Myndert Fredericksen to Jan Bastiaensen van Gutsenhoven

[138] On this day, the 26th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Myndert Fredericxsz, master smith, dwelling in Beverwyck, and acknowledged himself to be well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of one hundred and ninety-two guilders, growing out of the matter of the delivery of goods and merchandise to his content received; which said sum of one hundred and ninety-two guilders the subscriber promises to pay to said Gutsenhoven, or to the lawful bearer hereof, punctually in the month of July 1662 next ensuing, without longer delay, in good whole beavers reckoned at eight guilders apiece; thereto binding his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Gelyn Verplancken and Jacob Sandertsz Glen, as witnesses hereto called.

This mark + was made by Myndert Fredricxsz, aforenamed

Geleyn Verplanck
Jacob Sandersen Glen

D. V. Schelluyne, *Not. Pub.*
1661

Power of attorney from Geertruyt Andriessen van Doesburch, widow of Jacob Jansen Stol, to Hendrick Andriessen, her brother

[139] On this day, the 26th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the after-

named witnesses, Geertruyt Andriesz van Doesburch, widow of the late Jacob Janssz Stol, dwelling in the Esopus, and declared that she constituted and appointed by these presents Hendrick Andriesz, her brother, proposing to depart for Holland, her special attorney to receive from the hands of Mr Maxmiliaen Van Geele, merchant at Amsterdam in Holland, a certain power of attorney which she made last year before me, the notary, and certain witnesses concerning the lawful inheritance and succession which was due to her child Jan Jacobsz Stol out of the estate of the late Jan Jacobsz Stol, grandfather of said child, deceased at Amsterdam in Holland; also to demand, take and receive from him an accounting and final settlement thereof, and further in all respects to carry out the contents of said power of attorney according to the tenor thereof, to the behoof and for the best advantage of said child; promising at all times to hold valid whatever her brother, said attorney, shall do or perform by virtue hereof and of the aforesaid power, without any contradiction; provided that said attorney be holden a proper return to make of his said transactions and receipts when required. Thus done and executed in Beverwyck in N. Netherland, in presence of Jan Bastiaensz van Gutsenhoven and Gelyn V[er]plancken, as witnesses hereto called.

This mark X was made by GEERTRUYT ANDRIESSZ, aforenamed

Jan Bastiaensen
Geleyn Verplanck

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Rutger Jacobsen to Jan Bastiaensen van Gutsenhoven

[140] On this day, the 26th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Ruthger Jacobsz, magistrate of Fort Orange, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of eight hundred and thirty-five guilders and twelve stivers, growing out of the delivery of wares and merchandise by him at diverse times to his content received; which aforesaid sum of fl. 835–12, with interest thereon at 10 per cent a year commencing on the date hereof and running till the full and effectual payment of the same, he promises to pay, at the farthest next month of July 1662, punctually and without

longer delay, in good beavers reckoned at eight guilders apiece; thereto binding his person and estate, real and personal, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Gelyn Verplancken and Jacob Sandertsz Glen, as witnesses hereto called.

RUTGER JACOBSZ

Geleyn Verplanck
Jacob Sandersz Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Thomas Powell to Jan Bastiaensen van Gutsenhoven

[141] On this day, the 26th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Tomas Paul, dwelling in Beverwyck, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of one hundred and eleven guilders and eight stivers, growing out of the delivery of wares and merchandise to his content received by him; which aforesaid sum of fl. 111–8, with interest thereon at 10 per cent a year, commencing on the date hereof and running until the full and effectual payment of the same, the subscriber promises to pay to said Gutsenhoven or to the lawful bearer hereof, next month of July 1662, punctually and without further delay; thereto binding his person and estate, real and personal, nothing excepted, subject to all courts and judges.

Thus done and executed in Beverwyck in New Netherland, in the presence of Gelyn Verplancken and Jacob Sandertsz Glen, as witnesses hereto called.

THOMAS POWELL

Gerleyn Verplanck
Jacob Sandersen Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

The contents of this was paid to mé in seawan, reckoned at 18 guilders the beaver, dated as above.

JAN BASTIAENSEN

Bond of Jan Dareth to Jan Bastiaensen van Gutsenhoven

[142] On this day, the 27th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the after-

named witnesses, Mr Jan Dareth, and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of three hundred and seventy-one guilders, seventeen stivers and eight pence, growing out of the matter of merchandise delivered and to his content received; which said sum of fl. 371–17–8, wth interest thereon at 10 per cent a year, commencing on the date hereof and running until the full and effectual payment of the same, he, the subscriber, promises to pay to said Gutsenhoven, or to his order next month of July 1662, punctually and without longer delay, in good whole beavers reckoned at eight guilders apiece; thereto binding his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Gelyn Verplancken and Jacob Sandertsz Glen, as witnesses hereto called.

JAN DARETH

Geleyn Verplanck
Jacob Sandersen Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract of sale of a house and lot from Jan Thomassen, Volckert Jansen and Gerrit Bancker to Pieter Claerbout

[143] On this day, the 29th of August 1661, appeared before me, Dirck van Schelluyne, notary public, and before the aforenamed witnesses, Jan Thomasz, Flockert Jansz and Gerrit Banckert of the first part, and Mr Pieter Claerbout, prelector (*Voorleser*) in the church here, of the second part, acknowledging, said Jan Thomassz, Folckert Janssz and Gerrit Banckert, that they have sold, and he, Mr Pieter Claerbout, that he has bought of them, a certain, the sellers', house and lot, with all that is thereon fast by earth and nail and furthermore with such dominant and servient estates and rights as the sellers obtained the same of Rem Jansz, the smith, Jan Thomasz having bid in the same at public vendue for the three of them, and as the same has hitherto been possessed by them according to the patent and deed thereof which shall be handed over to the purchaser on the day of delivery, such as said house and lot are built, fenced and impaled, standing and lying in the village of Beverwyck, on the southerly side of the street near the church, being to the west of Cornelis Theunisz Bos, to the north of Jan Daret, to the east of

Jan van Aecken and to the south of the said street;[1] the said house and lot being sold and to be delivered to the buyer free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for the [144] purchase of which said house and lot said Mr Pieter Claerbout, the buyer, promises to pay the sum of eight hundred and twenty-four guilders in good whole beavers, reckoned at eight guilders apiece, in three instalments, to wit: before the delivery of this, thirty beavers; in the month of July 1662, thirty-six and a half like beavers; and in the month of July 1663, another thirty-six and a half beavers; the buyer may take possession of and occupy said house and lot on the 1st of May 1662 and the same shall be conveyed to him on the last payment. For the faithful performance of which, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Arien Appel and Pieter Riverdinck, as witnesses hereto called.

Jan Thomasz
Volckartt Jansz
Gerret Bancken
Pietter Claereboudt

A: Appel
Pieter Ryverdingh

D. V. Schelluyne, *Not. Pub.*
1661

Agreement whereby Goosen van Oort binds himself to work for Willem Brouwer as a journeyman shoemaker

[145] On this day, the last of August 1661, Willem Brouwer, master shoemaker, acknowledges that he has engaged Goossen van Noort,[2] journeyman shoemaker, and he, van Noort, that he has

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[1] In Professor Pearson's translation the compass directions were reversed and a note stated that the lot was on the north side of State street between James street and Broadway, as shown in Munsell's *Collections*, 4:190. This, however, conflicts not only with the explicit statement in the above contract that the lot was *aende suydelicke syde van sheeren straete*, but also with the description in the deed from Rem Jansen, dated August 3, 1660, *in Early Records of Albany*, 1:283–84, and with that of the confirmatory patent to Pieter Claerbout, dated May 14, 1667, which reads: "having to the North the street, to the East Cornelis Teunissen Bos, & to the west Jan van Aeckens."

[2] He signs himself "vanoort" or van Oort. He married Maria Peek and for a time owned a lot at Schenectady. Between 1686 and 1692 he had three children baptized in Albany. See *History of the Schenectady Patent*, p. 185, and *Holland Society of New York, Yearbook*, 1904, p. 39, 50, 58.

bound himself to serve said Brouwer faithfully in the making of shoes and what appertains thereto, until the first of May 1662, [said service] having commenced on the eleventh of this present month of August, for which service besides free board and drink, lodging and washing he, Brouwer, at the expiration of the term, promises to pay him, Goossen, nine good whole beavers reckoned at eight guilders apiece; and if in the meantime Goosen shall have need of any necessaries of woolen or linen, or stockings, he, Brouwer, promises to supply him at beaver's price, deducting the same from the aforesaid sum. All in good faith; done in Beverwyck in N: Netherland, date as above.

WILLEM BROUWER
GOSSEN VANOORT

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*

1661

Power of attorney from Eldert Gerbertsen Cruyff to his brother Cornelis Gerbertsen Cruyff

[146] On this day, the 2d of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the after-named witnesses, Eldert Gerbertsz Cruyff, dwelling at Bethlehem in the colony aforesaid, and declared that he constituted and appointed hereby Cornelis Gerbertsz Cruyff, his brother, dwelling at Hilverson, near Naerden in Holland, his special attorney, to demand, collect and receive from the heirs and administrators of the estate of the late Hendrick Jansz van Naerden, formerly cow-herd here, who died here in Beverwyck,[1] a certain sum of two hundred and twenty guilders and seventeen stivers, or the value thereof in Holland money, which he, the principal, after his [Jansz's] death disbursed and paid according the accounts and vouchers thereof sent herewith to the attorney; therefore, acquittance to grant for receipts, in case of refusal to compel payment by legal proceedings and rigor of the law, to this end all legal steps to observe to judgment and final execution thereof, with power one or more persons ad libitum to substitute in his place, [the principal] promising at all times to hold valid whatever may be done, transacted and performed in the matter by said brother, his attorney, or by his sub-

[1] At the house of Dirckje Harmens. Jan Martens and Dirckje Harmens took care of the estate. See Holland Society of New York, *Year Book*, 1900, 13:145.

attitute, without any contradiction. Thus done and executed in Beverwyck in N: Nederland, in presence of Cornelis Thonisz Bos and Adriaen Appel, as witnesses hereto called.

ELLERT GERBERTSZ CRUIF

Cornelus Thonisen Bos
A: Appel

Power of attorney from Johannes la Montagne to his son Willjam la Montagne

[147] On this day, the 2d of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the aftermentioned witnesses, the Honorable Johan la Montagne, vice director of Fort Orange and Beverwyck, and declared that he constituted and appointed by these presents, his son Mr Willjam la Montagne his special attorney before the honorable court of the city of Amsterdam in N: Netherland or wherever it is proper to grant, transfer and make over in true and absolute ownership to and for the behoof of Mr Isaacz de Foreest a certain just half of a lot and garden, as they were fenced off two years ago, on the easterly side of his honor's [Montagne], in breadth on the street 30 feet and in length to the end, except the part thereof that belongs to the Honorable De Sille, standing and lying within the aforesaid city, and this by virtue of the patent thereof; consequently to vest the same in said De Foreest, and said grantor to divest of the same; and furthermore all things to do, transact and perform, which may be needful and to him may seem proper; promising at all times to hold valid all that may be done and performed by said attorney in said matter, without any contradiction.

Thus done and executed in Fort Orange in N: Netherland, in presence of Ludovicus Cobes, court messenger, and Sacharias Sichels,[1] as witnesses hereto called.

LA MONTAGNE

Ludouicus Cobes
Zacharyasz Seckelsz

D. V. SCHELLUYNE, *Not. Pub.*
1661

[1] Zacharias Sickells served as rattle watchman of the city in 1689. In 1693 he went to New York and was succeeded as town cryer and porter by William Holllie, see *Annals of Albany*, 2:110, 127.

Quitclaim from Gysbert Cornelissen Bogaert of Catskill to his brother Cornelis Cornelissen Bogaert of Rensselaerswyck for his one-fourth interest in the family homestead in Holland

[148] On this day, the 3d of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Gysbert Cornelisz Bogaert, of the first part, and Cornelis Cornelisz Bogaert, his brother, of the second part, Gysbert Bogaert dwelling in Katskil and Cornelis Bogaert in the aforesaid colony [of Renselaerswyck] in N: Netherland; acknowledging, said Gysbert Bogaert that he had sold, and he, Cornelis Bogaert, that he had bought of him, a just child's portion, to wit, a one-fourth interest in a farm lying in the jurisdiction of Schoonderwoert in Holland, received by him by inheritance and descent on the death and demise of their father Cornelis Theunisz Bogaert and of their mother Beelitie Cornelisz at Schoonderwoert aforesaid; for which just one-fourth interest in said farm he, Gysbert Cornelisz, acknowledges that he has been fully paid and satisfied by the hands of his brother Cornelis Cornelisz Bogaert aforesaid, the last penny with the first, so that he has no further claim thereon; therefore giving him full power and authority to take possession of said one-fourth interest and to do therewith as with his own patrimonial estate, promising neither to do nor cause to be done anything contrary hereto, either by or without resorting to law, in any manner whatever, binding himself thereto according to law, all honestly and in good faith. Thus done and executed in the colony of Renselaerswyck in N: Netherland, in presence of the Honorable Frans Barentsz Pastor and Adriaen Gerritsz, magistrates of Fort Orange, as witnesses hereto called.

This mark X was made by GYSBERT
CORNELISZ BOGAERT, aforesaid
CORNELIS BOGAERT

Frans Barensz Pastoor
Adriaen Gerretsen[1]

D. V. SCHELLUYNE, *Not. Pub.*
1661

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[1] Adriaen Gerritsen van Papendorp, for many years one of the magistrates of Beverwyck and one of the first aldermen of Albany designated by the Dongan charter of July 22, 1686. He died shortly before November 27, 1688, when his will was brought into court, proved and ordered to be translated and recorded. See *Annals of Albany*, 2:70, 101.

Bill of sale of two horses from Jan Barentsen Wemp to Aert Pietersen Tack

[149] On this day, the 7th of September 1661, Jan Barentsz Wemp acknowledges that he has sold, and Aert Peeterz Tacq, dwelling in the Esopus, that he has bought and received of him, two horses, to wit, a gelding, and a mare; for which he, Aert Peeterse Tack, promises to pay to him, Jan Barentsz, or to his order, the sum of six hundred guilders in good whole beavers reckoned at eight guilders apiece, or grain, or merchandise at beavers price, at the option of the seller, not later than the month of March 1663, promptly, without longer delay; therefor binding his person and estate, real and personal, nothing excepted, to the authority of all courts and judges; and it is further stipulated that, as the said mare is at present with foal, if the same when born proves to be a mare, it shall be owned by, and be at the risk of the seller, but the buyer shall keep it six years and then deliver it over to the seller, whether it also be with foal or not; but if a stallion colt be born, the buyer shall keep it three years, at the risk of both parties, and it shall then be sold for the benefit of both, each to have a just half. All honestly and in good faith, parties binding themselves as above. Done in the colony of Renselaerswyck, dated as above.

This mark 1 B M was made by Jan Barentssz Wemp, aforenamed
This mark A was made by Aert Peetersz Tack, aforenamed
In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Bond of Jan Martensen to Jan Bastiaensen van Gutsenhoven

[150] On this day, the 7th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Martensz *de wever* (the weaver), and acknowledged that he was well and truly indebted to Mr Jan Bastiaensz van Gutsenhoven in the sum of nine hundred and sixteen guilders, fifteen stivers and eight pence, growing out of wares and merchandise to his content received, which said sum of fl. 916–15–8, with interest on the same at 10 per cent a year, beginning on the date of a mortgage for a greater sum executed

24 August 1660 and running till the full and effectual payment thereof, he, the subscriber, promises to pay to said Gutsenhoven, or to the lawful bearer hereof, in good, whole beavers reckoned at eight guilders apiece, next month of July 1662, punctually and without longer delay; therefor binding his person and estate, real and personal, present and to come, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of the honorable magistrates, Evert Wendel and Adriaen Gerritsz, as witnesses hereto called.

This mark + was made by JAN MARTENSZ *de Wever*, aforenamed

Euert Wendel
Adriaen Gerretsen

D. V. SCHELLUYNE, *Not. Pub.*
1661

Lease of a house from Adriaen Gerritsen van Papendorp to Mathys Jansen

[151] On this day, the 7th of September 1661, Mr Adriaen Gerritsz has let and Mathys Janssz has leased of him a certain, the lessor's, house and lot, standing and lying within this village of Beverwyck at present occupied by Mr Gysbert Imbroch, chirurgeon, and known to the lessee; for the time of one year beginning on the 1st of May 1662, for the sum of two hundred and fifty guilders to be paid in good, whole beavers reckoned at eight guilders apiece. It is further stipulated that as said house and lot is to be delivered to the lessee in proper repair, window, roof and floor tight, at the beginning of this lease, the lessee shall be holden to deliver up the same again at the end of said lease in the same condition, accidents happening in which neither he nor his are concerned excepted. For the faithful performance of what is hereinbefore written, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. In good faith subscribed by the lessor and lessee, in Beverwyck in N: Netherland, dated as above.

ADRIAEN GERRETSEN
MATTHYS JANSEN
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Lease of a house from Catryna Jochems, wife of Abraham Staets, to Maria Becker, wife of Johannes Becker

[152] On this day, the 10th of September 1661, Catryna Jochemsz, wife of Mr Abraham Staats, lets, and Maria Beckers, wife of Johannes Becker, hires the lessor's house and lot, standing and lying in the village of Beverwyck near the house of Folckert Jansz and known to the lessee; for the time of one year beginning on the first of November next, for the sum of one hundred and fifty guilders, to be paid in good, merchantable beavers, reckoned at eight guilders apiece. It is further stipulated that in case the lessor wishes to build a little house on the lot for her own convenience, she may do so at her pleasure and during the trading season next summer she may also retain the use of the little house at present standing there. Also, in case of a longer lease, this lessee is to have the preference, provided she pay as much as others. Furthermore, a window is to be made on the north side of the house at the expense of the lessor; and as said house and lot is to be delivered to the lessee in proper repair, window, roof and floor tight, she, the lessee, promises to deliver up the same at the end of this lease in the same condition, unavoidable accidents excepted; thereto binding their respective persons and estates, nothing excepted, to the authority of all courts and judges. Done in Beverwyck, dated as above.

Trinten Iochgims
Maryken d' Becker
In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Power of attorney from Pieter Symonsen van Oostanen to François Boon

[153] On this day, the 12th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Pieter Symonssz van Oostsanen, who declared that hereby he constituted and appointed Mr François Boon his special attorney to demand, collect and receive of divers persons, his debtors, such beavers as from the same are due to him, according to the evidences thereof placed in the hands of the attorney; therefore, acquittance to give for receipts, and in case of refusal to constrain them to pay by judicial means and proceedings, to this

end all legal steps to observe to judgment and final execution of the same; and furthermore all things to do, transact and perform which may be needful and seem proper to him; promising at all times to hold valid whatever may be done and performed in this matter by said attorney, without any contradiction; provided that the attorney be holden a proper return to make of his said transactions and receipts when required. Thus done and executed in Beverwyck in New Netherland in presence of . . .

PIETER SYMONSZ

Lammert Janse
Pieter Claesz Kayen

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1661

Power of attorney from Pieter Claessen Kay to Evert Wendel

[154] On this day, the 12th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Pieter Claesz Cay van Oostsanen, and declared that he constituted and appointed by these presents Evert Wendel his special attorney to demand, collect and receive of diverse persons, his debtors, such beavers as may be due to him from them, according to the evidences thereof placed in the hands of the attorney; therefore, acquittance to grant for receipts, and in case of refusal to constrain them to pay by judicial means and proceedings, to that end all legal steps to observe to judgment and final execution thereof; and furthermore all things to do, transact and perform which may be needful and seem to him proper, promising at all times to hold valid whatever may be done and performed in this matter by said attorney, without any contradiction; provided that said attorney be held a proper return to make of his said transactions and receipts when required. Thus done and executed in New Netherland in Beverwyck, in the presence of Lammert Jansz and Pieter Symonsz, as witnesses hereto called.

PIETER CLAESZ KAY

Lammert Janse
Pieter Symensz

Power of attorney from Jan Bastiaensen van Gutsenhoven to Jeremias van Rensselaer with list of debts to be collected

[155] On this day, the 12th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the after-

named witnesses, Mr Jan Bastiaensz van Gutsenhoven, trader here, proposing to depart for Holland, and declared that he constituted and appointed by these presents the Honorable Jeremias van Rensselaer, director of the colony aforesaid, his special attorney to sell his remaining goods (now to be delivered over to his honor) to his best advantage; likewise to exchange the seawan for good peltry; and to demand, collect and receive payment of divers persons, his debtors, according to obligations and accounts thereof, as shown in the list placed in the hands of the attorney; therefore, to look after all his affairs and either as plaintiff or defendant to prosecute and defend his claims against any and every person and also to trade the merchandise and seawan; for the receipts acquittance to grant, the delinquent debtors to compel to pay by legal means and proceedings and to this end all legal steps to observe to judgment and final execution thereof, with power one or more persons with the like or limited powers to substitute in his place; also to compound, contract and agree, and furthermore all things to do, perform and transact, in respect to the sale of said goods, the exchanging of seawan and the collecting of outstanding debts, which may be needful and seem to him proper, either by or without resorting to law; promising at all times to hold [156] as valid whatever may be done and performed in this matter by said attorney, or by his substitute, without any contradiction, provided that said attorney be holden a proper return to make of his said transactions, administration and receipts when required. Thus done and executed in the colony of Rensselaerswyck, in presence of Gelyn Verplancken and Jacob Sandertsz Glen, as witnesses hereto called.

JAN BASTIAENSEN VAN GUTSENHOVEN

Geleyn Verplanck
Jacob Sandersen Glen

D. V. SCHELLUYNE, *Not. Pub.*
1661

[157] List of the following [obligations and accounts][1] delivered by Jan Bastia[en]sz to Mr Jeremias van Renselaer on the 12th of September A°. 1661, at Fort Orange in New Netherland

N°.	1	An obligation of	Sander Leendertsz Glen.....	fl 9753–12– 8
	2	do.	Eldert Gerbertsz Cruyff....	128– 2
	3	do.	Gerret Swart	1470
	4	do.	Willem Bout	800

[1] A number of these bonds or obligations are recorded on the preceding pages.

No.	5	An obligation of	Corn. Cornelisz van Voorhout	fl 411–12
	6	do.	Jan Thomasz	712– 2– 4
	7	do.	Anneke Bogardus	391– 1
	8	do.	Jacob Jansz Flodder	211–17
	9	do.	Henderick Reur	280
	10	do.	Teunis Dircksz van Vechten	125– 9
	11	do.	Henderick Jochgemsz	138– 6
	12	do.	Claas van Rotterdam	390
	13	do.	Cornelis Teunisz van Slyck	193– 8
	14	do.	Geertruy Andriesz[1]	213
	15	do.	Tomas Poulusz[2]	136
	16	do.	Philip de Brouwer[3]	416–18
	17	do.	Jan de Wever[4]	916–15– 8
	18	do.	Thomas Clabbort[5]	289– 4
	19	do.	Cornelis Teunisz Bos	240
	20	do.	Meyndert de smit[6]	92
	21	do.	Jan Labatie	210– 1– 8
	22	do.	Cornelis van Es	144
	23	do.	Jan Roelofsz	550– 4
	24	do.	Rutger Jacobsz	835–12
	25	do.	Henderick bierman;[7] Evert Noldingh	1272
	26	do.	Henderick Rooseboom	624
	27	do.	Meuwes Pietersz Hoochboom	59–10
	28	do.	Gerret van Slechtenhorst	236–11
	29	do.	Andries Herpersz	67–14
	30	do.	Uldrick Cleyn	78
	31	do.	Evert Pels	144
	32	do.	Hans de Nooreman[8]	40
	33	do.	Lodovicus Cobesz	61
[158] No.	34	do.	Lammert van Valckenb[urch]	fl 41
	35	do.	Thomas Jans de Boer[9]	40
	36	do.	Harmen Bamboes[10]	56
	37	do.	Jaques Tysen	20
	38	do.	Harmen Bastejaensz	32
	39	do.	Jan van Hoesem	53–18
	40	do.	Frans Jacobsz	35– 7
	41	do.	Harmen Ryckman metselaer[11]	24
	42	do.	Sacharias Sickels	48
	43	do.	Luycas Pietersz Hout sager[12]	27

[1] Geertruy Andriesen van Doesburch, the widow of Jacob Jansen Stol. Her first husband was Harry Albertsen from London. See *Early Records of Albany*, 1:377, and *Van Rensselaer Bowier Mss*, p. 609, 822.

[2] Thomas Powell.

[3] Philip Hendricksen, the brewer.

[4] Jan Martensen, the weaver.

[5] Thomas Chambers, nicknamed Clabbort, a corruption of the English term clapboard. He was an English carpenter and probably introduced the method of weatherboarding houses with clapboards, which was not practised by the Dutch, as shown by the minute description which Jasper Danckaerts devotes to it in his *Journal* (published in the series of "Original Narratives of Early American History"), p. 96–97.

[6] Myndert Frederickse, the smith.

[7] Also referred to as Hendrick Biermans. He was collector of the excise in 1657. See *Early Records of Albany*, 1:49, 223.

[8] Hans Carelsen, Noorman.

[9] Thomas Jansen Mingael?

[10] Harmen Jacobsen Bamboes.

[11] Harmen Jansen Ryckman, mason.

[12] Lucas Pietersen Coeyemans, sawyer.

N°. 44	An obligation of	de malle Vries[1]	fl 20
45	do.	Willem Brouwer	36–10
46	do.	Pieter Loockermans	24
47	do.	Teunis Jacobez Bierdrager[2]..	16– 5
48	do.	Pieter Jacobsz Clockluyer[3]...	16
49	do.	Cornelis Segersz	21
50	do.	Diederick van Hamel.....	157– 2
51	do.	Ariaen Appel	316–19
52	do.	Thys de Goyer.....	15
53	do.	Jannetie Hendericx ....[6]....	16
54	do.	Evert Wendel	16
55	do.	Jacob Jansz van Nortstrant..	8
56	do.	Ysbrant Eldertsz	75– 2
57	do.	Willem Teller	373– 7
58	do.	Domine Schaats	116
59	an obligation of Jan Helmsz.....		fl 58
	also an account of 30 skipples of wheat.....		90
			148
N°. 60	2 obligations sent by Guiljam Momma which came from Johannes van Twiller, made by Willem Bout and Pieter Bronck.....		
61	an obligation and mortgage of Teunis Slingerlant		fl 100
62	an obligation of Claas Ripsen.....		12
63	do.	Marten Bierkaker[4].....	272
64	do.	Arent van Corler.....	1777
65	a mortgage made by Roeloff Swartwout, signed in the year 1658, the 14th of August.....		147
66	a mortgage of Leendert Philipsz, signed in the year 1661, the 30th of July, for the sum of..		1137– 8
67	a mortgage of Jan Verbeeck, signed in the year 1661, the 30th of July, for the sum of.....		462– 7
[159] 68	a bond of Jan met de beert,[5] signed in 1662, the [blank], for the sum of.....		72–5
69	an account against the widow of Abraham Pietersz Vosburgh, amounting to.....		296
70	an account against Pieter Adriaensz Soogemackelyck		371–10
71	an account against Pieter Pietersz Root.....		32
72	an account against Willem Menten.....		24
73	an account against Henderick soldaet[6].....		23–15
74	an account against Teuwes Abramsz[7].....		8
75	do.	Claas Miljer[8]	8
76	do.	Luykas Eldertsz	8
77	do.	Aepje de wilt[9].....	8
78	do.	Tys Barentsz	6
79	do.	Abba Claesen	fl 4–10

[1] Literally: "the crazy Vries," probably referring to Adriaen Dircksen de Vries.

[2] Teunis Jacobsen, beer carrier.

[3] Pieter Jacobsen, bell ringer.

[4] Marten Hendricksen. See *Van Rensselaer Bowier Mss*, p. 821.

[5] Literally: "Jan with the beard"; possibly the same as Jan Helmsen *alias* Jan de Bock (the buck, or goat). The same person is mentioned in *Early Records of Albany*, 1:225, as Jan *met de boert* (evidently a misreading for "beert") which Professor Pearson translates as "Jan the Jester(?)."

[6] Hendrick, the soldier. The same as Hendrick Coenraetsen van Bon?

[7] Matheus Abrahamsen van Deusen.

[8] Perhaps the same as Claes Mulle *alias* de Wael.

[9] Literally: "Little ape, or monkey, the Indian."

N°.	80	an obligation of	Marten Cornelisz	fl 2
	81	do.	Maria Dyckmans	479– 5
	82	do.	Cornelius Vos	358– 8
	83	do.	Jan Daret	371–17– 8
	84	do.	Volcker Jansz	65– 5–12

Also old silver of Cit Davidts:

one saltcellar
two spoons
one gold ring
two earrings, three buttons

[160 blank; 161] The following is a list of the seawan:

Black

1	bunch	fl 42– 9
1	do	41–18
	&c. &c.	
	Total	fl 2891–12

White seawan

1	bunch	fl 67–11
1	do	24
	&c. &c.	
	Total	fl 449–13

[162] **List of the goods**

25	rolls of green blankets @ 8 in each	total 328
16	rolls white ditto @ 8 in roll	
80	shirts	
127	ells of bunting, white and blue	
30	ells of checked linen	
52	ells of white Flemish linen	
37	ells of blue linen	
187½	ells of Osemb. [Osnabrück] linen, consisting of 3 pieces	
7	small casks with hatchets, as follows:	

N°. 1	188
2	173
3	218
4	220
6	142
7	188
8	84
	1213
	167 loose hatchets
Total	1380 hatchets

11½	doz. false [imitation gold?] buttons
3	stills
1	small case wherein are:
37	chopping knives
6	large wood axes
1	distiller

All that is mentioned in the foregoing lists I acknowledge to have received from the hands of Jan Bastiaens van Guts[en]-hooven. Done in the colony of Renselaerswyck, the 14th day of September A°. 1661.

JEREMIAS VAN RENSSELAER

On the 7th of August 1662, Mr Jeremias van Rensselaer delivered to Mr Jan Bastiaenssz van Gutsenhoven the above-named obligations, accounts, seawan, remainders of goods, together with full satisfaction and payment of whatever his honor had received. I therefore release his honor from all further demands. Done in the colony of Rensselaerswyck, dated as above.

JAN VAN GUTSENHOUEN
In my presence,
D. V. SCHELLUYNE, *Secretary*
1662

Indenture of apprenticeship of Johannes Pootman to Philip Hendricksen Brouwer

[156] On this day, the 14th of September 1661, Mr Jan Hendricxsz van Bael has bound out and Phillip Hendricxsz Brouwer has engaged Johannes Potman,[1] a young man, at present about sixteen years of age, to serve him, Phillip Hendricxsz, faithfully in all his business and affairs so far as they are lawful and just, for the term of three successive years, commencing on the date hereof; for which Phillip Hendricxsz shall let him, Potman, have lodging, board, clothing, washing and all that appertains thereto and at the end of the service fit him out with a decent suit of clothes. In good faith, this is subscribed in Beverwyck in N: Netherland, on the date above written.

JAN HENDERICKS VAN BAEL
JOHANNES POOTMAN
PFILIP HENRICKSEN BROUUER

Power of attorney from Jan Hendricksen van Bael to Jan Cornelissen van den Heyden

[163] On this day, the 14th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Jan Hendricxsz van Bael, trader here, proposing to depart for Holland, and declared that he constituted and appointed by these presents Jan Cornelisz van der Heyde his special attorney in his absence to administer and direct all his business and affairs, as well in trade as otherwise, to his best

[1] Johannes Pootman (now Putman) was one of the early settlers of Schenectady, where he and his wife were massacred by the French and Indians February 9, 1690. He married Cornelia, daughter of Arent Andriese Bratt, by whom he had six children all living in 1715. J. P.

advantage; outstanding debts according to obligations and accounts thereof to demand, collect and receive, and acquittance to grant for receipts; delinquent debtors by judicial means and proceedings to constrain to pay; and to this end all terms of the proceedings to observe unto judgment and extreme execution thereof; also to compound, contract and agree; with power one or more persons to substitute in his place with the same or limited authority; and furthermore in the promoting of trade, all things to do, transact and perform, by or without resorting to law, which may be needful and to him may seem to the best advantage of the subscriber; promising at all times to hold valid whatever may be done and performed by the attorney, or his substitute, without any opposition; provided the attorney be holden a proper return to make of his said transactions and administration when required. Thus done and executed in Beverwyck in N: Netherland, in the presence of Jan Labatie and Johannes Pootman, as witnesses hereto called.

JAN HENDERICKS VAN BAEL

Jan Labatie
Johannes Pootman

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Volckert Jansen to pay Rutger Jacobsen's debt to Jan Hendricksen van Bael for which Rutger Jacobsen gives security

[164] On this day, the 14th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Folckert Jansz, trader in Beverwyck, who promises as his own debt to pay for Ruth Jacobsz, his brother-in-law, in the month of June 1662, punctually and without further delay to Jan Hendricxsz van Bael, or his order, the sum of three hundred and two guilders and eight stivers and seven pence due to him by Ruth Jacobsz according to the account rendered, with interest at the rate of ten per cent a year, beginning on the date hereof and running until the full payment, all to be paid in good, whole beavers reckoned at eight guilders apiece, renouncing and waiving the *beneficium ordinis et excussionis,* being instructed as to the effect of the same, for which he binds his person and estate, nothing excepted, subject to all courts and judges.

There appeared also said Ruth Jacobsz, who promised meanwhile to pay as much as possible in grain at beaver's price, which

shall be deducted from said debt, and in order to indemnify and save him, Folckert Jansz, harmless in the matter aforesaid, he hereby places in the custody of the said Van Bael as security and special pledge the following specified gold and silver articles, to wit:

3 gold rings
1 double hoop (*hoep*)
1 gold chain
1 gold pin (*naelt*)
2 pairs of gold ear ornaments (*oorstricken*)[1]
1 pair of crescents (*halve manen*)
14 silver spoons
2 silver beakers
1 silver salver (*schael*)
1 silver saltcellar

[165] all of which are pledged to meet the payment of said sum, if need be, without loss or expense. Thus done and executed in Beverwyck in New Netherland, in the presence of Jan Cornelisz van der Heyde and Johannes Pootman, as witnesses hereto called.

Volkart Jansz
Rutger Jacobsz

Jan Cornelisz van der Heyden
Johannes Pootman

D. V. Schelluyne, *Not. Pub.*
1661

Deposition of Cornelis Gerritsen Graef

I, the undersigned, Cornelis de Graeff, declare at the request of Cornelis Theunisz van Breuckele that to my certain knowledge it is true that in the spring of the year 1659 the requirer [Van Breuckelen] granted to Andries Herbertsz (at his request) five acres of land to sow the same together with Phillip Hendricxsz Brouwer and to enjoy the fruits thereof; for which Andries Herbertsz promised to pay the requirer for his part a half aum of brandy; all of which I am ready to confirm by oath if need be. In witness of the truth this is subscribed by me in Beverwyck in New Netherland, this 14th of September 1661.

Cornelis Gerretsen Graef

In my presence,

D. V. Schelluyne, *Not. Pub.*
1661

[1] About this word see the valuable chapter on the Frisian headdress in Johan Winkler, *Oud Nederland,* p 282. In quoting an old Amsterdam verse, in which the word *strikken* occurs, Winkler remarks that this word is probably a mistake for *stikken,* the name given on the island of South Beveland to the ornaments which are fastened to the ends of the metal fillet or headband. The present document seems to show, however, that the word *strikken* was at the time in common use. The gold pin and crescents and the "double hoop" doubtless belonged to the same headdress.

Power of attorney from Jan Dareth to Cornelis Jacobsen van Oostsanen and Wilhem van Dyck to sell his right to an annuity

[166] This day, the 17th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Jan Dareth, trader here in Beverwyck, and declared that he hereby constituted and appointed Cornelis Jacobsz van Oostsanen, also a trader here, who proposes to depart for Holland, and Mr Wilhem van Dyck,[1] dwelling at Vuytrecht, jointly and severally his attorneys especially to sell to the best advantage of the principal to the Honorable Wilhelm Vincent, lord of Wittenhorst, etc., a certain life-annuity or vicarage attached to the manor of Nieuwenroode,[2] amounting to eighty guilders a year, which the principal holds according to the proofs thereof in

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[1] Wilhem van Dyck was probably a brother or the father, of Jan Dareth's wife, Ryckje van Dyck, who in the register of marriages of the Reformed Dutch Church of New York, under date of November 1, 1654, is entered as from Uytrecht, the same as Dareth himself. He may also have been a relative of Hendrick van Dyck, the *schout-fiscal* of New York, who arrived in 1640, and who was also from Utrecht. See *Van Rensselaer Bowier Mss*, p. 472.

[2] *Lijffrente off vicarye gefondeert op de Heerlicheyt van Nieuwenroode.* Nieuwenroode refers to the manor of Nijenrode, near Breukelen, in the province of Utrecht, which on the death of Beernt van den Bongaard, in October 1641, was left to his widow Wilhelmina van Bronkhorst, she to have the usufruict thereof as long as she remained unmarried. On her marriage to Willem Vincent, baron of Wittenhorst, the estate reverted to Anna van den Bongaard, the sister of the said Beernt. The castle, which was accounted one of the finest in the province, was destroyed by the French in 1673, but afterwards rebuilt by Johan Oritt. See A. J. van der Aa. *Aardrijkskundig Woordenboek der Nederlanden,* 8:201–3; and picture of the castle in Robide van der Aa, *Oud Nederland.*

While the term *vicarye* indicates that the annuity must have grown out of an endowment for religious purposes, probably in the form of a benefice in connection with the manor chapel, it is not to be supposed that Jan Dareth's father ever performed any religious functions, as all vicarages in the province of Utrecht, except as a designation of certain kinds of church property, ceased to exist in 1580, when the exercise of the Roman Catholic religion was prohibited. Upon the secularization of this church property, the provincial states as a rule appropriated one-third of the income of the former vicarages to the maintenance of ministers, schoolmasters and sextons and allowed the remaining two-thirds to be paid out to such beneficiaries as were presented to them, subject to their approval, by the donors, or their successors, the collators so-called. In cases where the benefice consisted of a life interest in land, this land was generally sold and an annuity equivalent to the income from the land was paid instead. The annuity mentioned in the above power of attorney was probably of that nature. For the history of the vicarages in the province of Utrecht after the Reformation, see the valuable treatise by H. Verloren van Themaat, in Historisch Genootschap te Utrecht. *Bijdragen en Mededeelingen,* 1881, 4:98–664.

the hands of his cousin (*Cosijn*), the Honorable Cornelis Bot,[1] doctor of medicine at Uytrecht; therefore, to receive from his honor's hands the said proofs and documents; likewise the power of attorney which the principal executed last year, 1660, at Uytrecht in favor of his brother-in-law Wilhelmus Huetingh, apothecary, and which is hereby revoked, annulled and canceled; consequently the purchase money to be agreed upon to receive, acquittance for the same to deliver, and to this end in the name and on behalf of the principal to release and relinquish all right, title, interest and ownership in and to the aforesaid benefice; also to demand [167] and receive the arrears of the said benefice since the death of Joost Daret, his late father, five years ago; and furthermore all things to do, transact and perform in this matter which may be needful and seem to them advisable; promising at all times to hold valid whatever shall be done and performed by said attorneys, jointly or severally, in the matter aforesaid, without any contradiction; provided that the attorneys be holden a proper return to make of said transactions and receipts when required. Thus done and executed in Beverwyck in N: Netherland, in the presence of Adriaen Appel and Pieter Riverdingh, as witnesses hereto called.

Jan Dareth

A: Appel
Pieter Ryverdingh witnesses

D. V. Schelluyne, *Not. Pub.*
1661

Surety bond of Andries Herbertsen and Barent Pietersen for money due to the widow of Abraham Pietersen Vosburgh

[168] On this day, the 20th of September 1661, Andries Herbertssz and Barent Pietersz, miller, declare that they, jointly, become sureties for the sum of one hundred and five guilders in seawan which are due from Arien Symonsz to Geertruyt Pietersz, widow of Abraham Pietersz Vosburch, deceased, and which she is to receive by the hands of Adriaen Appel by virtue of an attachment issued against said Appel; promising at all times to indemnify said Arien Appel and to keep and save him harmless from all future

[1] Dr Cornelius Booth, councilor of the provincial court and burgomaster of Utrecht. See the genealogy of the Booth family in Simon van Leeuwen, in *Batavia Illustrata*, p. 875–79.

demands on the part of Arien Symonsz; binding thereto their persons and estates, nothing excepted, subject to the authority of all courts and judges. In witness whereof these are signed in Beverwyck in New Netherland, dated as above.

ANDRIS HERBERTS
This mark X was made by BARENT PIETERSZ, miller, aforesaid

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Renewal of the lease of a house from Pieter Hartgers to Geurt Hendricksen

[169] On this day, the 20th of September 1661, Mr Pieter Hartgers lets, and Guert Hendricxsz renews the lease of his, the lessor's, house and lot wherein the lessee now dwells, for the time of the two successive years, beginning on the first day of May last past, for the sum of one hundred and forty guilders in good strung seawan for the first year, and for the second year one hundred guilders in good, whole beavers reckoned at eight guilders apiece; further the lessee shall be holden the said house and lot to maintain and deliver up again at the end of the lease in proper repair. In good faith these are subscribed in Beverwyck in N: Netherland, dated as above.

PIETER HARTGERTS
GEURT HENDRYCKSEN

As witness, *G: Swartt*
As witness, *Philip Pieterse*

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

On the present current year's rent the lessee has paid

in labor	fl	63—
In materials		12—
	fl	75—

Dated as above.

Bond of Dirck van Hamel and Sophia van Wyckersloot to Pieter Riverdingh with subsequent bond of Sophia van Wyckersloot and Anthony Toinel

[170] Copy

We, the undersigned, Diderich van Hamel and Sophia van Wyckersloot, acknowledge that we are well and truly indebted to Mr Pieter van Riverdingh in the sum of eight hundred and two guilders and eighteen stivers in beavers for sundry merchandise and money received from him to our content, for which sum we promise to pay him in Holland money as much as his beavers shall sell for in *patria* and to let him have the choice of such goods as we receive from *patria* at the price which they shall cost us in *patria,* to the aforesaid amount; whereto we bind our persons and estates, that is to say from this day to the first of May 1659 and not later, and failing in this, we promise to pay him in other articles to his content. Thus done without any fraud, this 23d of September 1658; in witness whereof we have confirmed these with our own signatures in the colony of Rensselaerswyck on the date above written. Was signed:

D. V. Hamel and Sophia van Wykersloot

On this day, the 20th of September 1661, Mr Pieter Riverdingh and Madam Zophia van Wickersloot, widow of the late Diderich van Hamel, in his lifetime secretary of this colony of Rensselaerswyck,[1] and now wife of Mr Anthony Tonnel, in presence of her said husband, have come to a final agreement and contract regarding the payment of the above-written obligation in the manner following. In part payment of the above-written obligation there is received the sum of [171] one hundred and twenty-two guilders Holland money, so that she, Madam Sophia van Wickersloot, still remains indebted in the net sum to be paid to said Mr Pieter Riverdingh or his order, of six hundred and eighty guilders Holland money at twenty stivers apiece; which sum of six hundred and eighty guilders she, Sophia van Wickersloot, and her said husband Tonnel, promise by these presents to pay at the first opportunity; failing in which, he shall receive said sum out of the first

[1] Dirck van Hamel succeeded Antony de Hooges as secretary of Rensselaerswyck in October 1655, and served as such till his death on July 2, 1660. See *Van Rensselaer Bowier Mss,* p. 846. According to Simon van Leeuwen, *Batavia Illustrata,* p. 877, the second wife of Cornelis Booth was Digna van Wyckersloot. As Cornelis Booth was a cousin of Jan Dareth, the latter may have been a distant connection by marriage of Sophia van Wyckersloot.

inheritance which (without her knowledge) may already have fallen to her in Holland, or may still fall to her, by the death of her father, or any blood relations, said Riverdingh being preferred therein before others; provided that when he has received said payment, he, Riverdingh, shall be holden to deliver up to her again a gold ring set with nine small diamonds, which he has had of her; binding thereto, their persons and estates, real and personal, present and future, nothing excepted, subject to all courts and judges; all to secure the payment of said sum without costs or loss. Subscribed by them in good faith and without fraud in the colony of Rensselaerswyck in New Netherland, dated as above.

SOPHIA VAN WYCKERSLOOT
ANTHONY TOINEL
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract whereby Daniel Jansen van Antwerpen binds himself to serve Adriaen Appel for the term of one year

[172] On this day, the 24th of September 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Arien Appel of the first part, and Daniel Jansz van Antwerpen of the second part, acknowledging, the said Arien Appel, that he had hired, and he, Daniel Jansz, that he had bound himself to serve said Appel in matters and affairs that are just and right, for the time of one year beginning from the 16th of this present month of September; for which said Arien Appel promises to pay him thirty-five good, whole beavers reckoned at eight guilders apiece, together with free board, washing and lodging during said service; and out of said beavers or wages Gerrit Banckert shall receive 139 guilders at the end of this hire; he, Daniel Jansz, promising to serve him faithfully and obediently in said service; for the faithful performance of which the parties hereto mutually bind their persons and estates, nothing excepted, subject to all courts and judges. All done and executed in Beverwyck in New Netherland, in presence of Mr Andries Herbertsz and Jan Barentsz Dulleman, baker, as witnesses hereto called.

A: APPEL
DANIEL JANSEN VAN ANTWERPEN

Andris Herberts
Jan Barentsen Dulleman

Change in contract between Philip Hendricksen Brouwer and Johannes Pootman

[19] [1] On this day the 28th of September 1661, with the knowledge of Jan Cornelisz van der Heyde, Phillip Hendricxsz Brouwer and Johannes Potman [2] have covenanted and agreed with each other that in fulfilment of the contract made this 14th day of the month of September he, Pootman, in the place of clothing and outfit stipulated in said contract, shall receive each year the sum of eighty guilders in good, whole beavers, reckoned at eight guilders apiece, the other terms of said contract remaining intact. Signed by them in good faith, in Beverwyck, on the date above written.

Pflip Henricksen
Johannes Pootman

Jan Cornelisz vander Heyden

Deposition of Jan Verbeeck and Evert Jansen Wendel in regard to an agreement made between Evert Pels and Jochem Wessels before said Pels left for the Esopus

[20] On this day, the 1st of October 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, the Honorable Jan Verbeeck and Evert Wendel, residing in Beverwyck, being of competent age, and declared at the request of Jochem Wessels, baker, that in the month of April last, Evert Pels, being about to leave with his family for the Esopus to live there, promised to pay said Wessels on account of Jurriaen Blanck on the last of May next following thirty beavers in boards, counting twelve boards to the beaver, and also thirteen beavers in payment as hereinbefore stated on the last of August following; giving as the reasons for their knowledge that they heard and understood Evert Pels say the same to said Wessels when he Evert Pels was about to depart and Willem Bout has undertaken to pay said boards for said Evert Pels; furthermore, they are ready [21] when requested, if need be, to confirm the

[1] The following twelve pages were originally numbered 173–84, but afterwards bound by mistake between pages 18 and 19 and renumbered in pencil 19–30. Though for convenience of reference it has seemed best to retain the pencil numbering, the pages are printed here in their proper chronologic order.

[2] Jan Pootman early settled in Schenectady, where he married Cornelia, daughter of Arent Andriese Bratt, by whom he had six children. In the massacre of 1690 he and his wife were killed. The name of the descendants is now *Putman*. J. P.

same by oath. Thus done and executed in Beverwyck in New Netherland, in presence of Willem Brouwer and Hendrick Reur, as witnesses hereto called.

JAN VERBEECK
EUERT JANSEN WENDEL

Hendrick Roer[1]
Willem Brouwer

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Marten Hendricksen Beeckman to Adriaen Symonsen

On this day, the 3d of October 1661, Marten Hendricxsz Beeckman, dwelling in Beverwyck, acknowledged that by settlement of accounts for merchandise received he is well and truly indebted to Arien Symonsz in the sum of ninety-eight guilders in good strung seawan, which said sum he, Marten Hendricxsz, hereby promises to pay to the aforenamed Arien Symonsz, or the lawful bearer hereof, in or before the month of July 1662 next ensuing, binding thereto his person and estate, without exception subject to the control of all courts and judges. In witness whereof this is signed by him in Beverwyck in New Netherland on the date above written.

This mark MH was made by MARTEN HENDRICXSZ BEECKMAN, aforesaid

J. G. v. Marcken
Claes Ripsen Van Dam } witnesses

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Barent Gerritsen to Douwe Jillissen Fonda

[22] On this day, the 1st of October 1661, Barent Gerritsz acknowledges that he is well and truly indebted to Douwe Jillisz, dwelling with Jan Tyssz in the colony of Rensselaerswyck, by settlement of their accounts, in the sum of thirty-three whole beavers reckoned at eight guilders apiece, which said thirty-three beavers

[1] Hendrick Jansen Roer came from Munster in Westphalia. He was court messenger of Rensselaerswyck from 1651 till his death, shortly before February 4, 1664. See *Van Rnsselaer Bowier Mss*, p. 843–44. The proper spelling of his name was apparently Roer, or Rör; Reur being the Dutch equivalent in sound.

or the value thereof at the option of Douwe Jillisz he, Barent Gerritsz, promises honestly to pay to said Douwe Jillisz, or his order, in the month of August A°. 1662 next coming, binding thereto his person and estate, nothing excepted, subject to the control of all courts and judges. In good faith this is signed by Barent Gerritsz in the colony of Rensselaerswyck on the date above written.

This mark X is made by BARENT GERRITSZ, abovenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*

1661

Contract of sale of a house in the colony of Rensselaerswyck from Barent Gerritsen to Cornelis Cornelissen van Sterrenvelt

[23] On this day, the 4th of October 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Barent Gerritsz of the first part and Cornelis Cornelisz van Starrevelt of the second part who acknowledged, the aforesaid Barent Gerrirsz that he had sold and he, Cornelis Cornelisz van Starrevelt, that he had bought of him a certain, the seller's, house and fence known to the buyer and standing and lying in the Greyne Bos in the colony of Rensselaerswyck, next to the house in which Jan Oothout dwells, with all that is fast by nail or earth and such dominant and servient estates as the seller has hitherto possessed in the same, said house and fence being sold free and unincumbered, without any charges thereon or issuing out of the same, save the right of the patroon of this aforesaid colony and the ownership of the ground; for the purchase of which aforesaid house and fence said Cornelis Cornelisz van Starrevelt promises to pay the number of ten hundred good, merchantable boards, in three payments: one just third part thereof promptly [24] on or before the 10th of November next, the second payment or the second third part in the month of May 1662, and the last payment in the month of October following, promptly each time; said house and fence to be delivered to the buyer immediately, but the seller may remove from the house two brew kettles which are stationary and the brewing vats. The buyer shall remain bound for the purchase money until the same shall be fully paid, for which he binds his person and estate, nothing excepted, subject to all courts and judges. Thus done and delivered in the

Greyne Bos in the aforesaid colony in presence of Cornelis van Nes and Jan Oethout, as witnesses hereto called.

This mark X was made by BARENT GERRITSZ, aforenamed
COERNELIS COERNELISSEN UAN STERRENUELT

Cornelis van Nes
Jann Jansen Oothoet

D. V. SCHELLUYNE, *Not. Pub.*
1661

Contract of sale of land on Manhattan island from Symon Jansen Turck to Albert Andriessen Bratt

[25] On this day, the 7th of October 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses Symon Turck[1] of the first part and Albert Andriessz of the second part, who acknowledged, Symon Turck that he had sold and Albert Andriesz that he had bought of him the quantity of twenty-five morgens of land and *molenkil* (mill creek) lying on Manhatans island on the East river, where Pieter Cornelisz, deceased, late father-in-law of said Symon Turck, was slain,[2] and the buildings standing now upon the same, together with such dominant and servient estates and rights as said Symon Turck in his capacity as co-heir and attorney for the other co-heirs of said Pieter Cornelisz, deceased, has received said land and creek, in accordance with the agreement made on the 18th of September 1658 between said buyer and the seller among others respecting the same, said land and creek being sold to the buyer free and unincumbered, without any charges thereon or issuing out of the same, excepting the lord's right. For the purchase of said land and creek the buyer promises to pay the quantity of three hundred and fifty good boards, to be delivered here in the colony on the river bank in the spring of 1662. The buyer may immediately take possession of and use said land and creek and the same shall be lawfully made over and conveyed to him, and the patent delivered to him, when the payment shall have been made.

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[1] Also called Symon Jansen Henypot; see *Van Rensselaer Bowier Mss*, p. 413. "Turck" was probably a nickname and may mean that he had been held captive by pirates on the coast of Morocco, just as Anthony Jansen van Vaes, who is frequently alluded to as "van Salee," is occasionally called "Turck."

[2] *is dootgeslagen.* For an account of Pieter Cornelissen, see *Van Rensselaer Bowier Mss*, p. 811.

For the fulfilment and performance of which [26] the respective parties mutually bind their persons and estates, nothing excepted, submitting the same to the jurisdiction of all courts and judges. Thus done and delivered in the colony of Rensselaerswyck in presence of Jacob Jansz Flodder and Adriaen Appel, as witnesses hereto called.

SYMON JANSEN TURCK
ALBERT ANDRIESSEN

Jacob Jansen Flodder
A: Appel

D. V. SCHELLUYNE, *Not. Pub.*
1661

Power of attorney from Ariaen Symensen to Jan Verbeeck

On this day, the 8th of October 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses Adriaen Symonsz, trader here, who declared that by these presents he constituted and appointed Jan Verbeeck his special attorney to demand, collect and receive from sundry his debtors such sums in beavers and seawan as are due to him according to obligations and accounts thereof, a list of which is placed in the hands [27] of the attorney; for receipts acquittance to grant, the delinquent debtors to compel to pay by means of legal proceedings, to that end all legal steps to observe unto judgment and final execution thereof, but with power to compound, arrange and settle and likewise with power to substitute one or more persons in his place with the same or limited powers, and furthermore all things to do, perform, or transact which may be needful and to him may seem advisable, the principal promising at all time to hold as valid whatever may be done and performed in this matter by said attorney or his substitute, without any contradiction, provided that the attorney be holden when required to make a proper return of said transactions and receipts. Done and delivered in Beverwyck in New Netherland, in presence of Mr Phillip Pietersz Schuyler and Jan Cornelisz van [der] Heyde, as witness hereto called.

ARYANA SYMESE[1]

Philip Pieterse
Jan Cornelisz vander Heyden

D. V. SCHELLUYNE, *Not. Pub.*
1661

[1] Thus in the original. Cf. his signature on page 42.

[28] List of obligations and accounts of Arien Symonsz entrusted to me, the undersigned, Jan Verbeeck, to be collected according to the foregoing power of attorney:

An obligation of Jan Cornelisz Vyselaer, master mason, for the sum of 100 guilders in seawan, to be paid in beavers, at sixteen guilders the beaver, dated the 22d of August 1661.

A compromise and judgment against Jacobus de Looper, dated the 16th of August 1661, for the sum of —— as per balance.

An obligation of Marten Hendricxsz Beeckman, dated the 3d of October 1661, for the sum of 98 guilders, to be paid in seawan.

An obligation of Luycas Pietersz Cooymans, dated the 8th of October 1661, for the sum of 110 guilders, to be paid in boards at 18 stivers apiece.

Obligation of Lucas Pietersen Cooymans to Ariaen Symensen

[29] On this day, the 8th of October 1661, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Luycas Pietersz Cooymans, dwelling in Beverwyck in New Netherland, and acknowledged that he, the appearer, was well and truly indebted to Adriaen Symonsz, trader here, in the sum of one hundred and ten guilders, growing out of merchandise delivered and to his content received, which said sum of one hundred and ten guilders he, the appearer, promises to pay to said Arien Symonsz or to his order in good, merchantable boards at 18 stivers apiece, to be delivered where the skippers can conveniently take them on board, on or before the first day of May 1662 next, binding thereto his person and estate, nothing excepted, subject to the jurisdiction of all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Messrs Jan Verbeeck and Jan Cornelisz van der Heyde, as witnesses hereto called.

Lucas Pietersz

Jan Verbeeck
Jan Cornelisz vander Heyden

D. V. Schelluyne, *Not. Pub.*
1661

Depositions of Jan Cornelissen Vyselaer and Frans Jansen respecting the delivery of a horse

[30] On this day, the 17th of October 1661, Jan Cornelissz Vysselaer, at the request of Pieter Adriaensz, declares that this day

a fortnight ago he was present when Cornelis Cornelisz Starrevelt delivered to the requirer [Pieter Adriaensz] a mare and then said to Meus Hoogeboom: "Now you may deliver the young horse or colt also." To which the requirer answered: "Between the two three or four days make no difference." [He also declares that] he heard nothing more and [that] if need be he is ready to confirm the above by oath if required. Done in Beverwyck on the date above written.

This mark X was made by JAN CORNELISZ VYSELAER, aforenamed

Frans Jansen confirms the above declaration and says further that he heard Pieter Adriaensz say to Cornelis Starrevelt and Meus Hoogeboom that the young horse or colt ran at their risk until they delivered it, but does not know whether Jan Cornelisz Vyselaer heard this or not; furthermore he is ready to confirm this by oath if required.

FRANS JANSEN

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Leendert Philipsen to pay for Ariaen Symensen to Johannes Withart fifteen beavers and to Jan Hendricksen van Bael six beavers with mutual release of all demands

[173] On this day, the 24th of October 1661, Leendert Phillipsz, master tailor here, acknowledges that by a settlement made on this day with Arien Symonsz in regard to what he owed him to date for merchandise received, he is well and truly indebted to said Arien Symonsz by balance of accounts in the sum of twenty-one good, whole beavers reckoned at eight guilders apiece; which said sum of twenty-one beavers he, Arien Symonsz, asks him and he, Leendert Phillipsz, promises to pay next trading season, A° 1662, to wit, to Johannes Withart, or to his order, a quantity of fifteen of said beavers, and to Jan Hendricxsz van Bael, on his order, the remaining six beavers, respectively, punctually on the appointed day, provided that Arien Symonsz grant him a discount of one beaver, more or less, as shall appear by settlement between him and Van Bael; and in case contrary to expectation Leendert Phillipsz fail to pay said sum (for which he nevertheless binds himself) then

shall said beavers be paid to Withart and Van Bael by Arien Symonsz, without expense or loss. Therefore then, neither party has any further claim whatsoever against the other, that is, neither Arien Symonsz against Leendert Phillipsz nor Leendert Phillipsz against Arien Symonsz, for which they bind their respective [174] persons and estates, nothing excepted, subject to all courts and judges. Done in Beverwyck in New Netherland, on the date above written, in presence of Folckert Jansz and Jan Jansz Bleycker as witnesses hereto called.

LEENDERT PYLUES[1]
ARYAN SYMENSE

Volckart Jansz
Jan Jansz Blycker

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Ariaen Symensen to Volckert Jansen and Jan Thomassen

On this day, the 24th of October 1661, Arien Symonsz acknowledges that by a settlement had with Folckert Janssz and Jan Thomasz he is well and truly indebted to said Folckert Jansz and Jan Thomasz in the sum of forty guilders in good strung seawan, promising to pay the same within the time of one month from this date punctually, therefor binding his person and estate, nothing excepted, subject to all courts and judges. Done in Beverwyck in N: Netherland on the date above written, in presence of Leendert Phillipse and Jan Jansz Bleycker, as witnesses hereto called.

ARYAN SYMENSE

Leendert Phyles
Jan Jansz Blycker

D. V. SCHELLUYNE, *Not. Pub.*
1661

Receipt of Ariaen Symensen for beavers paid by Dirckje Harmensen

[175] Arien Symonsz acknowledges that he has received of Dirckie Harmensz four whole beavers in part payment of an obligation of twenty-five beavers signed by her about a month ago,

[1] Thus in the original. Cf. his signature to the following documents.

which obligation is in the care of Jan van Hoesen, and which payment shall therefore be credited to her on account of said obligation. Done in Beverwyck in N: Netherland the 25th of October 1661.

ARYAN SYMENSE

as witnesses { *Jan Verbeeck*
Leendert Phyles

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Leendert Philipsen with release of all demands from Ariaen Symensen

Leendert Phillipsz undertakes and promises to pay on account of Arien Symonsz to Mr Isaacq de Haen the sum of four good whole beavers and also to Arien Symonsz three and a half beavers, the whole growing out of the sale and delivery to me of a silver beaker; which said sum, together with a bond of fifteen beavers to the behoof of Johannes Withart and six beavers to the behoof of Jan Hendricxsz van Bael, being paid by Leendert Phillipsz he, Arien Symonsz, hereby promises as well in the matter of said bond (dated the 24th of this month) as with respect to said silver beaker and whatever to this date has in any manner been outstanding between them to release him, Leendert Phillipsz, from all demands and claims, hereby in the manner and under the reservations as before discharging him from all obligations. Done in Beverwyck the 25th of October 1661, in N: Netherland.

LEENDERT PHYLES
ARYAN SYMENSE

Jan Verbeeck
Willem Brouwer

Lease from Hendrick Roer to Johannes Clute of a house, lot and garden in Rensselaerswyck

[176] [1]On this day, the 26th of October 1661, Hendrick Reur has let and Johannes Knoet [2] has hired of him the lessor's house, lot and garden heretofore occupied by Anthony Jansz, standing and lying in the colony of Rensselaerswyck, known to the lessee,

[1] The reverse of page 175, formerly numbered 188, is blank.
[2] Thus in the original.

for the term of two following years, beginning on the 8th of November next, for the sum of three hundred guilders in good strung seawan to be paid punctually each year. It is further stipulated that the lessor shall deliver the said house, lot and garden to the lessee in good condition, window, roof and floor tight, likewise the fence of the garden in good repair, on condition that the lessee shall be holden to deliver the same up again at the end of the lease in like condition. Furthermore, the lessee shall have the right during the lease to have some one else use said house, lot and garden, on condition that he, the lessee, be responsible for the rent of the same. Finally, in case any repairs on the house be required or anything be made during the lease, the same shall be done with the knowledge of the lessor, who shall bear half the expense thereof. For the faithful performance of which the parties hereto mutually [177] bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

HENDRICK ROER
JOHANNSZ CLUTE

Jure Jaen Tunsen
This mark II was made by *Hendrick Jansz Looman*, aforenamed

D. V. SCHELLUYNE, *Not. Pub.*
1661

Johannes Clute sublets the house mentioned above to Jan Mangelsen

By virtue of the foregoing contract Jan Knoet leases the above-mentioned house and lot and Jan Mangelsz hires the same of him, for which Jan Mangelsz shall pay to Jan Knoet the aforesaid stipulated rent, every quarter year a just fourth part, punctually each time, and in addition within the term of said lease five beavers or the value thereof; for the faithful performance of which and of the terms of the above lease the parties hereto mutually bind their respective persons and estates, nothing excepted, to the authority of all courts and judges. Done in the colony of Rensselaerswyck, on the date above written.

JOHANNSZ CLUTE
JAN MANGELSZ[1]

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

[1] He married a daughter of Pieter Adriaensen Soogemackelyck, by whom

Bill of sale of a sloop from Dirck Jansen Smith to Ariaen Symensen

[178] On this day, the 7th of November 1661, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Dirck Janssz Smith of the first part, and Adrian Symonsz of the second part, acknowledging, the aforesaid Dirck Janssz Smith, that he had sold, and he, Adriaen Symonsz, that he had of him bought, a certain, the seller's, sloop or yacht named the *Swarte Arent* (*Black Eagle*), lying at anchor here, with sail, rigging, anchor, cables, ship's and cook's furniture, etc., which the buyer has seen; which said yacht in condition as above shall be delivered and transferred to the buyer on the first of next month, in the roadstead before the city of Amsterdam in New Netherland, on payment therefor which shall be made in manner following: the buyer promises to pay to the seller on the delivery of said yacht thirteen hundred guilders in good strung seawan and in the month of May 1662 twelve hundred guilders in seawan as before, provided that Dirck Smith on his part make a proper conveyance of the yacht and its appurtenances to the buyer on the payment of the first instalment as above and Arien Symonsz on his part furnish a sufficient surety for the remainder of the purchase money at the Manhatans whenever the yacht shall have arrived there, but at the first opportunity [179] the seller and the buyer shall sail with said yacht to the Manhatans and the buyer shall enjoy and have for his benefit the receipts for passengers and lading. For the performance and fulfilment of all that is hereinbefore written the parties on both sides, each with regard to his own obligations, bind their persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in

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he had several children who are entered in the records of the Reformed Dutch churches of Albany and New York under the name of Roll, variously spelled Rol, Rall, Ral, and Raal. March 4, 1681/2, Jan Mangelsen received from the Indians a gift of land at Canastagione, now Niskayuna, for which he sought to obtain a patent in 1703. He died before September 4, 1705, when his son Mangel Jansen Roll and wife Antie sold to Ryer Schermerhoorn three morgens of land at Niskayuna which Jan Mangelsen had obtained from Claes Jansen van Bockhoven under a contract of sale of January 14, 1672/3, together with certain rights in land to the rear thereof which said Claes Jansen purchased from the Indians on March 4, 1681/2, and in which Jan Mangelsen had a share. On April 2, 1713, the heirs of Jan Mangelsen presented to the governor and council a petition for a patent for the land at Niskayuna, but apparently no action was taken. See *Early Records of Albany*, 1:379; *Deeds*, 3:140–41; 5:67; *Notarial Papers*, 2:194; *Land Papers*, 5:138; *Council Minutes*, 11:170; and *History of the Schenectady Patent*, p. 128, 138.

Beaverwyck in N: Netherland, in presence of Jacob Tyssz van der Heyde and Gerrit Visbeeck, as witnesses hereto called.

ARYAN SYMENSE
DERCK YANSEN SMYT

Jacob Theysen van der Heyden
Gerret Visbeeck

D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Dirck Jansen Smith to Anthony Jansen

[180] On this day, the 7th of November 1661, Dirck Janssz Smith acknowledges that he has undertaken and he hereby promises to pay to Anthony Jansz, court messenger of the colony of Rensselaerswyck, fifty skipples of good wheat in consideration of one hundred oak boards received from Jacob Janssz Flodder, and that in the spring of 1662, the sooner the better, therefore binding his person and estate, nothing excepted, to the authority of all courts and judges. Done in Beverwyck, the 7th of November 1661.

DERCK YANSEN SMIT

Jacob Theysen van der Heyden
Gerret Visbeeck } as witnesses

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*
1661

Settlement of accounts between Jacob Theysen van der Heyden, attorney for Symon Jansn Romeyn, and Ariaen Symensen

On this day, the 7th of November 1661, Jacob Tyssz van der Heyde, as attorney for Symon Jansz Romeyn, according to power of attorney dated the 20th of September 1661, and Arien Symonsz have come to an agreement in respect to what he, Arien Symonsz, owes to Symon Jansz, to wit, thirty-two beavers and six guilders [181] in beavers, reckoned at eight guilders apiece, as follows: Symon Jansz Romeyn shall receive from the hands of Mr Govert Loockermans boards in payment of the aforesaid beavers, counting fourteen boards to the beaver, or other peltries at beavers' price, at right hereof.

ARYAN SYMENSE
JACOB THEYSEN VAN DER HEYDEN

Derck Yansen Smit
Gerret Visbeeck } as witnesses

Inventory of appurtenances of the sloop Eendracht

[182] With the knowledge and consent of the Honorable *Commys* La Montagne and the Honorable Abraham Staets and Phillip Pietersz Schuyler, magistrates of Fort Orange and Beverwyck, at the request of Jacob Jansz Flodder, an inventory and list was made of what was found on the sloop named the *Eendracht* (Union), together with the cables and anchors by which said sloop lies in the roadstead here, as also the boat and oars belonging thereto, as follows:

First, a cable and horse line with two anchors by which the sloop now lies at anchor
A cable and a half cable in the hold
A piece of horse line
A cask of tar, full
A small cask of hammer scales
Two tackle blocks bound with iron
A mizzen and a foresail, a fore-topsail, a jib and a small sail for the boat
An hour-glass; a compass
The boat with two oars
Two oars for the sloop
An iron pot
A gridiron
Two wooden bowls
The sloop with her standing rigging

Bill of sale of a horse from Arent van Curler to Sixt van der Stichel

[183[1]] On this day, the 8th of November 1661, Mr Arent van Curlar sells and Mr Sucx van der Stichel buys a sorrel gelding seen by the buyer to his satisfaction; also a saddle and bridle; which said horse, saddle and bridle shall be delivered to the buyer at the first opportunity, and the buyer Sucx van der Stichel promises to pay to said Mr Curlar or his order next spring A° 1662, for said horse one hundred and forty skipples of rye, and for the saddle and bridle eighty guilders in good strung seawan. For the faithful performance of which, the parties hereto mutually bind their

[1] The reverse of page 182, which was originally numbered 196, is blank.

respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck, dated as above.

A. V. Curler
Sixt Vander Stichel[1]

Jan Nack
J. Dehinsse

Bill of sale of the sloop Eendracht from Jacob Jansen Flodder to Lucas Andriessen and Jan Joosten

[184] On this day, the 9th of November 1661, the Messrs Jeremias van Rensselaer, director of the colony of Rensselaerswyck and Phillip Pietersz Schuyler, magistrate of Fort Orange, in the name and at the request of Jacob Jansz Flodder (he being present), have sold, and Luycas Andriessz and Jan Joosten of them have bought, the sloop of said Jacob Flodder, named the *Eendracht* (Union), at present lying at anchor here, with all that belongs to her, anchors, cables, and running and standing rigging, according to inventory thereof: for which said sloop the buyers promise to pay to Mr Rensselaer aforenamed the sum of twenty-eight hundred guilders in money hereafter named, in three instalments, to wit: a just third part within the time of six weeks from the date hereof in good strung seawan, amounting to nine hundred and thirty-three guilders, six stivers and five and one-third pence; the second payment in the same currency and amount in the month of April 1662; and the third payment in good whole beavers reckoned at twenty guilders seawan apiece in the month of July 1663; for the satisfaction and payment of which said sums on the respective days of payment Mr Daniel van Donck and Mr Folckert Jansz offer themselves as sureties, in order that if need be the amount may be recovered from them without expense or loss. Therefore, said sloop is hereby turned over to the buyers free and unincumbered, to be used from now on on all streams and rivers and to be disposed of by them [185] as they might dispose of their own property, said Flodder releasing the buyers from all future demands on his part with regard to said sloop. For the performance and fufilment of all that is hereinbefore written parties on both sides, each as far as

[1] Sixt van der Stichel, or Stighelen, was a trader at New Amsterdam. He perished with others in February 1662. See "Executive Minutes of the Burgomasters," in *Minutes of the Orphanmasters Court of New Amsterdam*, 1655–63, 2:127, 149; and *Records of New Amsterdam*, 4:45.

he is concerned, bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in Beverwyck, on the date above written.

JACOB JANSEN FLODDER
JEREMIAS VAN RENSSELAER
PHILIP PIETERSE SCHUYLER
This mark X was made by
LUCAS ANDRIESSZ, aforenamed
JAN JOOSTEN
DANIEL VAN DONCK
VOLCKART JANSZ

Jan Cornelisz: vander Heyden
Jure Jaen Tunsen } as witnesses

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1661

Bond of Juriaen Teunissen to Jan Harmensen

[186] On this day, the 7th of December 1661, Jurriaen Theunisz, master glazier, acknowledged that he was well and truly indebted to Jan Harmensz, baker, in the sum of ninety-two good, whole beavers reckoned at eight guilders apiece, growing out of the sale and delivery of two pipes of brandy, one containing sixty-one *viertels*[1] and the other fifty-five *viertels,* amounting together to twenty-three ankers, each anker being valued at four beavers; which said ninety-two beavers he, Jurriaen Theunisz, promises to pay the latter part of the month of June A°. 1662, punctually, binding therefor his person and estate, nothing excepted, subject to the jurisdiction of all courts and judges. Done in the village of Beverwyck, on the date above written.

JUREJEN TUNSEN

Witnesses { *Adriaen van Ilpendam, testis*
This mark X was made by *Jan Euertsz* schoenmaker

D. V. SCHELLUYNE, *Not. Pub.*
1661

[1] One *viertel* = 1.956 gallons.

Contract whereby Maria Goossens binds her son Jan Stevensen to serve Cornelis Theunissen Hoogeboom in making tiles

[187] On this day, the 18th of December 1661, Cornelis Theunisz Hoogeboom has engaged and Maria Goossens has bound to him her son named Jan Stevensz, aged about twelve years, to serve said Hoogeboom faithfully in the work of tile making and what appertains thereto, the next two summers, as long as the season is suitable for work, commencing with the year 1662; for which service he, Hoogeboom, promises to pay to her each summer eleven good, whole beavers and a hundred guilders in good seawan, the half thereof for the first year or summer when said Jan Stevensz shall have served ten weeks, to wit, five and a half beavers and fifty guilders in seawan, and the remaining 5½ beavers and 50 gl. in seawan when the work of tile making for the first summer is done; in like manner also he is to pay for the second summer A°. 1663, each time punctually. These subscribed by the contracting parties in good faith in the colony of Rensselaerswyck, dated as above.

This mark VII was made by Cornelis Theunisz Hoogeboom, aforenamed
This mark X was made by Mary Goossens, aforenamed
In my presence,
D. V. Schelluyne, *Not. Pub.*
1661

Will of Gerard Swart and his wife Anthonia van Ryswyck

[188] In the name of the Lord, Amen. Know all men by these presents that on this 31st day of December 1661, about 11 o'clock in the forenoon, before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, personally appeared Mr Gerard Swart, sheriff of the colony of Rensselaerswyck, and Madam Anthonia van Ryswyck, married persons, to me, the notary, known, both being sound in body, walking and standing, and using and being in full possession of their faculties, reason, memory and understanding, and considering the shortness and frailty of human life and the certainty of death, and the uncertainty of the hour thereof, and wishing therefore in anticipaton of this event (while the Lord God grants them opportunity) to dispose of their property

to be left behind, they, the testators, declare that without any inducement, persuasion or deception of any person they have ordained and concluded these presents, their last will and testament, in manner following: First of all, commending their immortal souls whenever they shall be separated from their bodies to the gracious and merciful hands of God, their Maker [189] and Redeemer, and their bodies to a Christian burial, revoking, annulling and canceling all other testamentary dispositions which they either jointly or severally may have heretofore made and executed, and holding the same as null and of no validity, and making a new disposition, they, the testators, inasmuch as they have no child or children procreated of them now living, have nominated and instituted, as by these presents they do reciprocally and mutually nominate and institute the survivor of them both as their sole and universal heir to all the property, personal and real, claims and credits, gold and silver coined and uncoined, also clothing, linen and woolen, household furniture and whatever else the first deceased of them both shall leave behind on his or her death, whether in this country or in the Fatherland, therewith to do as with his or her own property, without opposition or contradiction of anyone; provided that the survivor be holden, for the nearest blood relation of the first deceased of them both, to select a token of remembrance, at the pleasure and discretion of the survivor, without constraint or importunity. All which aforesaid conditions, these testators declare to be their mutual and reciprocal will and testament; wishing and desiring that after the death of the first of them both the same may have full force and effect, whether as a will, codicil, gift, donation in anticipation of death, or otherwise as the same may best be secured; desiring that [190] the utmost allowance may be made wherever the forms demanded by law have not been fully observed herein; and one or more copies hereof to be made and delivered, by me, the notary, in proper form, to be used as may be necessary.

All thus done and executed in the colony of Rensselaerswyck in New Netherland, at the dwelling house of the testators, in presence of Jan Labatie and Jan Dareth, as witnesses thereto called.

G: Swartt
Anthonia van Ryswyck

Jan Labatie
Jan Dareth

D. V. Schelluyne, *Not. Pub.*
1661

Agreement between Theunis Dircksen van Vechten and Jacob Theunissen Quick about the exchange of a stallion for a cow

[191] On this day, the 7th of January 1662, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Theunis Dircxsz,[1] husbandman, of the first part, and Jacob Theunisz Quick,[2] of the second part, who acknowledged that they had contracted and agreed with each other respecting the exchange of stallion that next May will be three years old, for a cow, the delivery to be made on the execution of these presents, provided that Jacob Theunisz shall be holden, and by these presents he promises, in the latter part of the month of June next to pay to Theunis Dircxsz or his order ten good, whole beavers; and Theunise Dircxsz promises to geld the said stallion at the proper time at the risk of said Jacob Theunissz. For the faithful performance of these, the parties hereto mutually bind their respective persons and estates and especially said horse, nothing excepted, subject to all courts and judges.

Thus done and executed in the colony of Rensselaerswyck, in the presence of Arent Isacxsz and Harmen Tomase, master shoemaker, as witnesses hereto called.

This mark X was made by THEUNIS DIRCXSZ, aforenamed

This mark X was set by JACOB THEUNISZ QUICK, aforenamed

Arent Isaackx van Hoeck
Harman Thomanse

D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract of sale of a house, lot and garden from Juriaen Teunissen to Anthony Jansen

[192] On this day, the 14th of January 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Juriaen Theunisz, glazier, of the first part, and Anthony Jansz, court messenger of the colony of Rensselaerswyck, of the other part; acknowledging said Jurriaen Theunisz that he had sold and Anthony Jansz that he had bought of him a certain, the seller's, house, lot and garden with all that therein is fast by nail or earth, with such servient and dominant estates and rights as the

[1] Theunis Dircksen van Vechten.
[2] To judge from his mark, he was the same person as Jacob Teunissen de Looper, mentioned on another page.

seller has possessed therein to this date; such as said house, lot and garden are built, fenced and impaled, standing and lying in the village of Beverwyck, bounded north and east by the streets, south by the kill and west by Jochem Wessels the baker;[1] said house, lot and garden being sold and delivered to the buyer free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for which house, lot and garden [193] the buyer, Anthony Jansz, promises to pay the sum of two hundred and seventy merchantable beavers, trader's goods, reckoned at eight guilders apiece, in three instalments, to wit: one hundred beavers in the month of September next; the second payment in September 1663, a like sum; and the third payment of seventy beavers in the month of September 1664, every time punctually, and with the payment of the first instalment, the buyer shall come into possession and use of said house, lot and garden. Therefore, Mr Joan Verbeeck and Andries Herbertsz (likewise here present) hereby promise [to pay] and jointly and severally become sureties as principals for the payment of the first instalment of one hundred beavers aforesaid; said house, lot and garden remining bound until such time as the remainder of the purchase money is fully paid; [194] and the seller is holden on payment of the last instalment to deliver a proper and valid conveyance for said house, lot and garden together with the patent; finally the purchaser also promises to pay or deliver, over and above the stipulated purchase money, in the month of March A°. 1663, two sows that are with pigs. For the faithful performance of what is above written, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Barent Myndertsz, master shoemaker, and Cornelis Cornelisz Boer, master cabinetmaker, as witnesses hereto called.

Jurè Jan Tunsen
Anthony Jansen
Jan Verbeeck
Andris Herberts

Barent Meyndersz
Cornelis Cornelissen, as witness

D. V. Schelluyne, *Not. Pub.*
1662

[1] This lot was on the south side of State street, east of Broadway. J. P. July 15, 1668, Goosen Gerritsen and Jan Koster van Aecken, as attorneys for Anthony Jansen, sold this house, lot and garden to Jan Hendricksen Bruyns; see *Early Records of Albany,* 1:442.

[Beneath the contract is written the following receipt:]

On the 6th September 1662, Anthony Jansz paid to Jurriaen Theunisz the first instalment on the aforesaid house, lot and garden, being the sum of one hundred good, whole beaver skins.

JureJan Tunsen

In my presence,

D. V. Schelluyne, *Not. Pub.*

1662

Contract of sale of a farm at Catskill from Jan Andriessen to Johannes Clute

[195] On this day, the 9th of January 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Andriessz,[1] from Dublingh in Ireland, dwelling in Catskil, of the first part, and Jan Cloet from Neurenburch, of the second part; acknowledging the said Jan Andriessz that he had sold and he, Jan Cloet, that he had purchased of him a certain, the seller's, farm, consisting of arable and woodlands, together with house, barn, rick, and whatever is thereon fast by earth and nail, and the land also in fence; with such servient and dominant estates and rights as the seller has hitherto possessed in the same, according to the patent thereof dated the 25th of October 1663, which on the day of delivery shall be handed over to the buyer; just as said farm stands and lies in Catskil aforesaid, on the south side of said kill, containing altogether twenty-two morgens. Said farm is sold and shall be delivered to the buyer free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for which said farm the buyer, Jan Cloet, promises to pay the quantity of four hundred skipples of good winter wheat and a gelding named Ante, in manner following: the first instalment of one hundred skipples of wheat in the month of December 1663[2] and said horse the next spring: the second [196] instalment of one hundred skipples of wheat in December 1664; the third instalment of a like quantity in December 1665; and the last instalment as above in December 1666: said farm on the last payment shall be made over to the buyer together with the patent by a good and lawful conveyance, but the buyer shall enter upon the farm in the fall of 1662, seeded down with thirty-two skipples of winter wheat, at the

[1] John Andrews?

[2] 1662 is changed to 1663, and the other dates are changed accordingly, each time with the marginal note: "*segge* 1663," or "1664," as the case may be.

expense of the seller, for the behoof of the buyer; and the seller also remains holden to deliver to the buyer two wagons and two ploughs, and six sows of a year old. For the full performance of the above contract, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in the colony of Rensselaerswyck in New Netherland, in the presence of Jacob Tyssz van der Heyde and Arent Cornelise Vele, as witnesses hereto called.

This mark X was made by JAN ANDRIESZ aforenamed

JOHANNSZ CLUTE

Jacob Theysen van der Heyden
Arnout Cornelissen Vele

D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract whereby Gabriel Thompson binds himself to serve Thomas Powell in bread-baking

[197] This day, the 25th of January 1662, Thomas Paul acknowledges that he has engaged, and Gabriel Thomissz[1] that he has bound himself, for the term of two consecutive years commencing on the first of September last to serve him, Thomas Paul, in bread-making and what appertains thereto and whatever else there may be for him to do; in consideration of which service said Thomas Paul promises to pay him every year, punctually each time, the quantity of twenty-two beavers reckoned at eight guilders apiece, besides proper board and lodging, on condition that he, Gabriel Thomissz, faithfully perform his service and show proper respect and obedience to his master, Thomas Paul, as a good and faithful servant ought to do. Done in the colony of Renselaerswyck, dated as above.

THOMAS POWELL
This mark + was set by GABRIEL THOMISSZ, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

[1] Gabriel Thompson Stridles, or Struddles.

Bond of Cornelis Theunissen van Breuckelen to Carsten Claessen

[198] On this day, the 14th of February 1662, Cornelis Theunissz van Breuckele acknowledges that he is well and truly indebted to Carsten Claesz, master carpenter, in the quantity of ninety good, whole beavers in good friendship loaned and by him to his satisfaction received; which said ninety good, whole beavers he, van Breuckele, promises to pay to said Carsten Claesz or his order in the month of July next, punctually, without longer delay; therefor binding his person and estate, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck in N: Netherland, dated as above.

C. T. v. SCLICK[1]

In my presence,

D. V. SCHELLUYNE, *Secretary*

1662

Contract of Arent Jansen and Claes Jansen to build a barn at Catskill for Eldert Gerbertsen Cruyff

[199] On this day, the 14th of February 1662, Eldert Gerbertsz Cruyff, of the first part, and Arent Janssz[2] and Claes Janssz,[3] master carpenters, of the second part, have contracted with each other in the manner following: Eldert Gerbertsz Cruyff hires said carpenters and they bind themselves to serve him Eldert Gerbertsz Cruyff in the construction of a barn at Katskil, from which the hirer shall deliver the materials; for which service said carpenters shall both receive a skipple of wheat a day each besides reasonable board during their service, which service shall commence when the carpenters shall have arrived at Catskil, or can reach there by the first open water; and said Eldert Gerbertsz shall pay said wheat to them in the month of February 1663, good, merchantable winter wheat to be delivered here on the bank by the fort free of expense. For the performance whereof the parties hereto mutually bind

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[1] Cornelis Anthonissen Schlick, from Breuckelen; see *Van Rensselaer Bowier Mss*, p. 809.

[2] Arent Jansen returned to Holland in 1668; see *Early Records of Albany*, 1:446.

[3] Probably Claes Jansen van Nykerck, who arrived in Rensselaerswyck in 1637, and not Claes Jansen van Rotterdam, as one might infer from *Early Records of Albany*, 1:214, where the name of "Janse" is printed by mistake for "Jacobse." The name of Claes Jansen van Rotterdam occurs also on page 191 of the same volume and there agrees with the original manuscript, which, however, seems to be wrong in that case.

their respective persons and estates, nothing excepted, subjecting the same to the authority of all courts and judges.

Done in the colony of Rensselaerswyck, dated as above.

ELLERT GERBERTSZ CRUIF
ARENT JANSE
CLAES JANSZ

Andries Herberts
A: Appel } as witnesses

In my presence
D. V. SCHELLUYNE, *Not. Pub.*
1662

Bond of Philip Hendricksen to Cornelis Segersen van Voorhout

[200] On this day, the 6th of March 1662, Phillip Hendricxsz, brewer, acknowledges that he is well and truly indebted to Cornelis Segersz van Voorhout in the sum of eighteen good, whole beavers reckoned at eight guilders apiece, a half cask of strong beer, and a half cask of small beer, growing out of the matter of the purchase and delivery of a gelding called young *Block*, by the purchaser, Phillip Hendricxsz, on the date hereof received to his content; which aforesaid eighteen beavers he promises to pay to said Cornelis Segersz, or his order, in the month of August next, punctually and without longer delay, and the beer next April. For the payment of said beavers and beer, Jacob Janssz Schermerhoorn offers himself as surety and principal, promising to satisfy the said debt, provided that he, Phillip Hendricxsz, promise at all times to indemnify and hold him Schermerhoorn harmless in respect to the matter aforesaid, to this end specially binding and mortgaging said horse, and also his mare called *Col* (Star), together with his person and estate generally, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

PFLIP HENRICKSEN
JACOB JANSEN SCHERMERHOOVEN
In my presence,
D. V. SCHELLUYNE, *Secretary*
1662

Lease of a house from Theunis Dircksen to Marcelis Jansen

[201] On this day, the 6th of March 1662, Theunis Direxsz acknowledges that he has let, and Marcelis Jansz that he has hired

of him, a certain, the lessor's, house, lot and garden, standing and lying in the village of Beverwyck, bounded south by Claes van Rotterdam, north and east by the streets, known to the lessee, for the time of the two following years, to begin on the first of May next and to end on the last day of April 1664, for the sum of seventeen good beavers a year, reckoned at eight guilders apiece; and it is further stipulated that the lessor shall be holden and he promises hereby at the beginning of the lease to deliver the said house in proper repair, window, roof and floor tight, and the lot and garden as far as they extend fenced around to the uniform height of seven boards; also in the rear [to make] a wide gate through which one can drive easily with horse and wagon, and in front on the other street a suitable small gate; likewise, the cellar of the house properly to wall up and [to make] a cellar door above within the house and a hogpen near the house. Finally, it is agreed that the lessee may make whatever he please in said house, lot and garden for his convenience, but with the leave of the lessor, [202] who shall make good the same to the lessee by a reduction of the rent; likewise the lessee shall be holden to deliver up the said house, lot and garden again at the end of the lease in proper repair, accidents happening from without excepted. For the full performance of what is hereinbefore written the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done and dated as above.

This mark + was made by THEUNIS DIRCKSZ, aforenamed
MAERCELYS JANSEN

As witnesses
G: Swartt
Andris Herberts

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract between Theunis Dircksen and Claes Jacobsen van Rotterdam for the repair of the house leased to Marcelis Jansen

On the above date Theunis Dircxsz let and Claes Jacobsz van Rotterdam[1] accepted the contract for the repair of the aforesaid house, roof and floor tight, the cellar thereof to be provided with a trap or cellar door inside the house, together with fence and gates and hogpen according to the foregoing lease (save the digging out

[1] Claes Jacobsen Groesbeek, from Rotterdam.

of the cellar, which shall be at the charge of the employer), for which the employer shall deliver the materials and the work shall be done by the contractor at his own expense in such way as to be done in the month [203] of April next at the latest. For which Theunis Dircxsz promises to pay him when the work is done, once for all, the sum of one hundred and twenty guilders in beavers, or in grain at beaver's value, the half in the month of May next, and the other half in the month of May 1663. For the full performance of these the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done as above.

This mark X was made by THEUNIS DIRCXSZ

As witnesses CLAES JACOBSE
G: Swartt
Andris Herberts

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Lease of a mare from Volckert Jansen to Andries Herbertsen.

On this day, the 18th of March 1662, Folckert Janssz acknowledges that he has let, and Andries Herbertsen that he has hired of him, a mare called *Scheeffcol,*[1] for the time of the three following years from the 15th of September last; for the use of which said horse Andries Herbertssz promises to pay each year the quantity of twenty-four skipples of oats. It is further stipulated that the increase of said horse within said time [204] shall be divided equally between the parties hereto and in case said horse happens to die within the time of this lease, Andries Herbertsz promises to pay therefor the quantity of thirty good, whole beavers. For the full performance of these the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. All in good faith, done in the colony of Rensselaerswyck, dated as above.

VOLCKART JANSZ
ANDRIS HERBERTS
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

[1] Literally: Wry, or crooked blaze.

Contract of sale of a house from Sander Leendertsen Glen to Jean Labatie

On this day, the 24th of March 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Sander Leendertsz Glen, of the first part, and Jan Labatie [of the second part, acknowledging, Sander Leendertsz Glen that he had sold] and Jan Labatie that he had of him bought, a house and lot with all that thereon is fast by earth and nail, and furthermore with such servient and dominant estates and rights as the seller has hitherto possessed in the same, just as said house and lot stand and lie in the village of Beverwyck, bounded on the south by the seller, on the north side by the buyer, on the west side by the street [205] and on the east side also by the street, strand and river; the lot being eighteen wood feet and four inches broad in front on the street, and in the rear on the strand of the same breadth, and in length on the south side 22½ feet to a post which stands as a landmark.[1] Said house and lot are sold and shall be delivered to the buyer free and unincumbered, without any charges thereon or issuing out of the same, excepting the lord's right; for which said house and lot the buyer promises to pay the sum of five hundred guilders in carpenter's work, etc., at beaver's value, deducting as already paid what he has before earned, the remainder to be paid at convenient times whenever the seller shall please to employ him. The buyer shall enter upon and use said house and lot from this time, and the seller shall be holden when the labor is performed and his stipulated work is completed, said house and lot by a lawful conveyance to transfer to the buyer. For the full performance of these the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Gerard Swart, sheriff, and Anthony Jansz, court messenger of the colony of Rensselaerswyck, as witnesses hereto called.

Sander Lenrse
Jean Labatie

G: Swartt
Anthony Jansen

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[1] This lot was on the east side of Broadway a little north of the present Hudson street. J. P.

Lease of a lot from Jeremias van Rensselaer as attorney for his brother Joan Baptist van Rensselaer to Claes Jansen van Bockhoven

[206] On this day, the 21st of March 1662, the Honorable Director Jeremias van Renselaer, in capacity as attorney for his brother, Joan Baptist van Renselaer, has let and Claes Jansz van Bochoven has hired the said Joan Baptist's lot lying next to the lot of said Bochoven, known to him, the lessee, for the time of four following years beginning on the first of May next, for the sum of ten guilders in beavers or beaver's value, punctually each year. It is further stipulated that the lessor shall deliver to the lessee sixty boards and nails to fence off the lot in front along the road and as far as they will reach at the expense of the lessee, who shall be holden the remainder to fence off and maintain in like manner with posts, slabs, or palisades, and the same to deliver up again tight and in proper repair at the end of the lease; the fence between the lessor and the lessee to be at their common expense, and the kill between them to remain in the ownership and use of the lessor. For the full performance of which the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

JEREMIAS VAN RENSSELAER
This mark X was made by CLAES JANSSZ VAN BOCHOVEN, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Bond of Leendert Philipsen to Johan de Deckere

[207] On this day, the 23d of March 1662, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witness, the worthy Leendert Phillipssz, dwelling in the village of Beverwyck, and acknowledged that he was well and truly indebted to Mr Johan de Deckere (who holds the right and claim of Arien Symonsz), in the sum of two hundred and sixty guilders, growing out of the purchase and delivery of certain goods received by him, from the hands of Arien Symonsz, now about a year ago for the payment of which sum Arien Symonsz executed

two drafts on the appearer [Leendert Philipsz] which have not been satisfied; therefore he promises the aforesaid sum of two hundred and sixty guilders to pay to Mr De Deckere or his order, in the month of June next punctually and without longer delay, in good, whole beaver skins reckoned at eight guilders apiece; therefor binding his person and estate, real and personal, having and to come, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr François Boon and Cornelis van Schelluyne, as witnesses hereto called.

LEENDERT PHYLES

Francoys Boon, as witness
Cornelis van Schelluyne

D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract between Pieter van Couwenhoven and Jan Gerritsen van Marcken for the delivery of beer

[208] On this day, the 6th of April 1662, Mr Pieter van Couwenhoven, brewer at Amsterdam in N: Netherland, of the first part, and Jan Gerritsz van Marcken, farmer of the excise[1] at Fort Orange, of the second part, have contracted with each other in the manner following: Pieter van Couwenhoven hereby promises to send up here to him, Jan Gerritsz, by the sloop of Claes Tyssz and Fredrick Hendricxsz, every trip or voyage, a *last* or at least a half *last* of strong beer, reckoned at thirteen barrels a *last,* properly filled; the same to be shipped at the risk and expense of said Jan Gerritsz, he being holden the empty casks to return again each trip by the sloop; for which said strong beer the said Jan Gerritssz promises to pay thirty guilders good, strung seawan a barrel; the thirteenth barrel to be included in each *last,* that is to say, Jan Gerritsz is not to pay for it. It is further stipulated that said Jan Gerritsz shall be credited for the first half *last* until the settlement of accounts with each other, but he shall be holden to pay the following each time; and this contract shall run at the option of the parties, but they shall be holden to give each other previous notice and warning of two to three weeks. For the faithful performance [209] of which the parties hereto mutually bind their respective

[1] *Impostmeester.* Jan Gerritsen van Marcken was afterwards a notary public and magistrate at Schenectady.

persons and estates, nothing excepted, subject to all courts and judges. All in good faith, done in the colony of Rensselaerswyck, dated as above.

PIETER COUHOVEN
J. G. VAN MARCKEN

As witnesses { *Stoffel Jansz Abeel*
This mark X was made by
Jurriaen Jansz van Groenwout

D. V. SCHELLUYNE, *Not. Pub.*
1662

Lease of a house from Hendrick Gerritsen van der Meulen to Willem Brouwer

On this day, the 7th of April 1662, Hendrick Gerritsz van der Meulen, master tailor, acknowledges that he has let, and Wilhem Brouwer, master shoemaker, that he has hired of him, a certain, the lessor's, house and lot,[1] standing and lying by the bridge over against the house and lot of Roeloff Swartwout in Beverwyck, to the lessee known, for the time of one year beginning on the first of May next, for the sum of one hundred guilders, to be paid with four good beavers reckoned at eight guilders apiece and the remainder in good, strung seawan as it passes current, amounting to sixty-eight guilders; which rent the lessee promises to pay in four instalments, every quarter year a just fourth part, viz, one beaver, and seventeen guilders in seawan, every time punctually and without longer delay, and without letting one quarter run into the next unpaid; on penalty that the lessee, failing of payment, at the pleasure of the lessor, shall be dispossessed and put out of the house, and notwithstanding be holden to pay the rent due: on [210] the further condition that the lessor shall build the porch or stoop in front of the house up to the bridge, before the beginning of the lease; also to have the cellar properly repaired in the month of June next, and before next winter to cause the roof to be made tight; the lessee is holden at the close of this lease to deliver over the same in like condition as to repair as he received it. For the faithful performance of these, the parties hereto mutually bind their respective persons and estates, nothing

[1] This house and lot was on the east side of Broadway, just south of State street. J. P.

excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

HENDRICK GERS
WILLEM BROUWER

As witnesses { *G: Swartt*
Everdt Nolden

D. V. SCHELLUYNE, *Not. Pub.*
1662

Cornelis Cornelissen van Sterrenvelt gives up his contract for the purchase of Barent Gerritsen's house and promises to pay damages

On this day, the 11th of April 1662, Cornelis Cornelisz van Starrevelt has given up and completely relinquished the purchase of a certain house and appurtenances lying in the Greyne Bos, known to the purchaser and bought by him of Barent Gerritsz according to the contract of sale dated the 4th of October 1661, making no further claim whatsoever thereto and surrendering the same wholly to Barent Gerritsz. Therefore Cornelis Starrevelt promises to pay to Barent Gerritsz for loss and damage by reason of his giving up the purchase ninety good boards and fifty slabs, the boards to be delivered [211] free of expense at the latest within the time of three weeks from the date hereof on the shore where they may be conveniently laden on a sloop and the slabs within eight days from now at the Greyne Bos aforesaid, each delivery promptly to be made. And as security for this payment Hans Carelsz Noorman [1] makes himself responsible for the delivery of said boards and slabs at the specified times, [the parties] binding thereto their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck on the date above written.

COERNELIS COERNELISSEN UAN STERRENUELT
HANS CAREL

As witnesses { *Frans Pietersen*
Gerrit Reyersen

D. V. SCHELLUYNE, *Not. Pub.*
1662

[1] Apparently the same person as Hans Carrelsen van Langesont (*i. e.* Langesund, a town of Norway, on the Skager-Rack), mentioned in the *Dutch Records of Kingston*, revised translation by Samuel Oppenheim, p. 36.

[On the margin of the above instrument is written:] Hester Fonda, widow of Barent Gerritsz, hereby acknowledges that she is fully paid and satisfied for the above-written contract by Cornelis Cornelisz van Sterrevelt. Done in Albany the 12/22 March 1666.

HESTER DOOWES

Power of attorney from Pieter Bronck to Frans Barentsen Pastoor

On this day, the 1st of May 1662, Pieter Bronck declared that by these presents, he had appointed and constituted Mr Frans Barentsz Pastor his special attorney during his absence to manage, take care of, defend and to the utmost to prosecute all his affairs and litigations with and against all and every person which he now has or may yet have according to the documents thereof to be placed in his [the attorney's] hands and in which he may have to act either as plaintiff or defendant; debts to receive and pay; acquittance [212] to give and take; delinquent debtors by legal proceedings and rigor of justice to constrain to pay and to this end and for the preservation and in defense of his rights against all persons all terms of the courts to observe unto judgment and extreme execution thereof; finding himself aggrieved, to appeal therefrom; also to compound, contract and agree; with power if need be to substitute another in his place; furthermore all things to do and perform, either with or without resorting to law, which may be needful and which may seem to him proper, [the principal] promising at all times to hold as valid whatever may be done and performed by the attorney in this matter by virtue hereof without any contradiction; provided that the attorney be holden a proper return to make of his aforesaid transactions and receipts when required.

Done in Beverwyck in N: Netherland on the above date, in presence of Jillis Pietersz, master carpenter, and Cornelis van Schelluyne, as witnesses hereto called.

PYETER BRONCK

Jelis Pietersz
Cornelis van Schelluyne

D. V. SCHELLUYNE, *Not. Pub.*
1662

Lease of lot no. 4 in the new village at the Esopus from Jan Thomassen and Volckert Jansen to Gerrit Focken and Jan Gerritsen van Oldenburg

[213] On this day, the 4th of May 1662, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Messrs Jan Thomassz and Folckert Janssz, jointly as partners, of the first part, and Gerrit Foocke [1] and Jan Gerritsz van Oldenburch, husbandmen, also jointly as partners, of the second part, which said Jan Thomasz and Folckert Janssz acknowledged that they had let and they, Gerrit Foocke and Jan Gerritsz, that they had hired a certain, the lessors', lot of land, being no. 4, lying in the Esopus in the newly laid out and projected village,[2] known to the lessees, on the following conditions:

The lessees shall enter upon, use and cultivate the said land from now on till the first of May A°. 1663, without paying any rent therefor.

The lessors promise to deliver to the lessees this season of the year as many skipples of oats as they can properly sow on the land, on condition that at the end of the lease the lessees shall be holden to return a like quantity of oats to the lessors.

The lessors are now also to deliver to the lessees, free of charge on the shore in the Esopus, one hundred boards for the construction of a proper dwelling, which dwelling, as well as barn, rick and fence around the land which they shall build for their convenience shall at the end of the lease belong to the lessors, subject to appraisal by impartial persons [214] thereto to be called; likewise also a bridge, which is to be made over a kill before the land, the value of which according to said appraisal shall be made good to the lessees; but said one hundred boards the lessees must pay for at the end of the lease.

The lessors now deliver also to the lessee the following animals to be used during the term of the lease, to wit: three mares called Block, Raven and Colletie, a gelding called Dobes, a stallion and a young stallion; also two cows, two heifers, two sows with pigs, two barrow pigs, six hens and a rooster, which aforesaid animals the lessees shall keep during the lease on half shares as to the increase, according to the custom of the country.

Furthermore, the lessors deliver to the lessees in the way of farming implements, a plow and a wagon with their appurtenances

[1] In another translation of this lease in *Doc. Rel. to Col. Hist. N. Y.*, 13:220–21, the name is given by mistake as "Gerritt Toocke."

[2] Referring to the settlement which afterwards became known as Hurley.

except the chain for the plow, which must be furnished by the lessees, who at the end of the lease are to return [the implements] in good order.

The lessees shall have the use of said land, horses and other animals for the term of four consecutive years, beginning on the 1st of May 1663 and ending on the last of April 1667.

And the lessees promise to pay as rent during the said four years, each year the sum of four hundred and fifty guilders [215] in beavers, reckoned at eight guilders apiece, or in grain at the market price in beavers, or else in seawan reckoned at 16 guilders the beaver, promptly each year, without letting one year run into the next unpaid.

At the end of the lease the lessees shall have the preference over others in case the land is leased again, provided they are willing to pay as much as others.

All charges and expenses to be levied on account of the village during the lease, as well as working on and building of fortifications or strongholds shall fall on the lessees.

For the faithful performance hereof the parties mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done and executed in Beverwyck in New Netherland, in presence of Mr Jeremias van Rensselaer, director of the colony of Rensselaerswyck, and Abraham Staas, magistrate of Fort Orange, witnesses hereto called.

Jan Thomasz
Volckart Jansz
Geret Focken
This mark + was made by Jan Gerritsz van Oldenb., aforenamed

Jeremias van Rensselaer
Abram Staas

D. V. Schelluyne, *Not. Pub.*
1662

Lease of a house from Sander Leendertsen Glen to Juriaen Jansen Groenwout

[216] On this day, the 6th of May 1662, Sander Leendertsz Glen acknowledges that he has let and Jurriaen Janssz Groenwout that he has hired of him a certain, the lessor's, house and lot occupied by Jan Vinhagen, standing and lying on the north side of Joncker street, to the lessee known, for the time of one year begin-

ning on the 1st of this month of May, for the sum of twenty-five good, whole beavers, reckoned at eight guilders apiece; which sum the lessee shall keep back to be deducted from what the lessor owes him, the lessee, and whereas said house and lot have been delivered to the lessee in proper repair, therefore the lessee promises to deliver up the same in like condition at the end of this lease. For the full performance of what is above written the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck in New Netherland, dated as above.

SANDER LENRSEN GLEN
This mark X was made by JURRIAEN JANSZ GROENWOUT, aforenamed

Pieter van Alen
Roelof Jansen van de frerichsaet[1]

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract of sale of land at Catskill from Christoffel Davidtsen to Jan Wybesen from Harlingen

[217] On this day, the 13th of May 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Christoffel Davidtsz, dwelling in Beverwyck, of the first part, and Jan Wybesz van Harlingen,[2] farm servant, of the second part, acknowledging said Christoffel Davidts that he had sold and he, Jan Wybesz, that he had bought of him the quantity of about sixteen morgens of arable and woodland, according to the tenor of the patent thereof, and as he, the seller, received the same from the late Willem *de geelgieter* (the brass founder), and as said land lies in Catskil over the kill next the farm of Eldert Gerbertsz Cruyff, known to the buyer, which said land is sold and shall be delivered to the buyer free and unincumbered, without any charges thereon, or issuing out of the same, saving the lord's right; for which said land the buyer promises to pay to the seller

[1] Thus clearly written in the original and not "Roeloff Jansen van de Frerickfort," as Professor Pearson had it and as the name is given in Munsell's *Collections*, 4:89. "Frerichsaet" may perhaps be intended for Frederikstad, in Norway, or for Friedrichstadt, on the Eider, in Sleswick.

[2] A Jan Wybese *alias* Spoor was a resident of Niskayuna in 1684, where in 1698 he sold land to Johannes Schuyler for £120. His daughter Antje was killed by the French and Indians at Schenectady in 1690. He had five other children baptised in the Albany church, 1684–97. J. P

the sum of one hundred guilders in good, merchantable grain at seawan value in the month of December next, when said land shall be lawfully delivered and transferred to the buyer; meanwhile the buyer shall from this time enter upon and occupy said land. For the full performance of these, the parties hereto mutually bind their respective persons and estates, nothing excepted, [218] subject to the authority of all courts and judges. Done and executed in Beverwyck in New Netherland, in presence of Jacob Jansz Flodder and Jochem Ketlehem, as witnesses hereto called.

This mark C D was made by CHRISTOFFEL DAVIDTSZ, aforenamed
This mark W was set by JAN WYBESZ, aforenamed

Jacob Janse Flodder
This mark M was made by *Jochem Ketlehem,* aforenamed

D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract of sale of a house from Marten Cornelissen to Gysbert Cornelissen van den Berch

On this day, the 20th of May 1662, Marten Cornelisz acknowledges that he has sold and Gysbert Cornelisz van den Berch that he has purchased of him the house, barn, rick and fences erected on the land of the plantation by him hitherto occupied, standing and lying in the colony of Rensselaerswyck on this side of Betlehem, to the buyer known; for which the buyer promises to pay the quantity of ninety skipples of wheat in three instalments; one-third part next autumn; the second third part one year thereafter, A°. 1663; and the last third part in the autumn of 1664, every time punctually. All in good faith, without fraud or guile, in the colony of Rensselaerswyck, dated as above.

This mark + was made by GYSBERT CORNELISZ VAN [DEN] BERCH, aforenamed
This mark X was made by MARTEN CORNELISZ, aforenamed

Bill of sale of a horse from Cornelis Cornelissen van Voorhout to Frans Pietersen

[219] On this day, the 20th of May 1662, Cornelis Cornelisz van Voorhout acknowledges that he has sold and Frans Pietersz, master carpenter, that he has of him bought a gray gelding aged five years, for the sum of four hundred and thirteen good boards, of which the seller acknowledges that he has received the just half upon the delivery of the said horse, and the remainder, 206 boards, the buyer promises to deliver to the seller within the time of one year after this date; for which the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. In good faith, without fraud or guile, have the contracting parties subscribed these in the colony of Rensselaerswyck, dated as above.

This mark + was made by CORNELIS CORNELISZ VAN VOORHOUT, aforenamed
FRANS PIETERSEN
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Lease of Lots 1 and 16 in the Esopus from Cornelis Wyncoop to Lambert Huybertsen

[220] On this day, the 30th of May 1662, Corn[elis] Wyncoop acknowledges that he has let and Lambert Huybertsz, dwelling in the Esopus in Wildwyck, that he has hired of him the lessor's lots of land lying thereabouts, being numbers one and sixteen, known to the lessee; for the time of the four following years beginning on the first of May 1663, but from this time the land may be entered upon and occupied.

The lessor promises to deliver to the lessee on the 1st of May aforesaid four milch cows and three horses, and the year thereafter, 1664, three more horses, among which in the first or second year are to be comprised as many mares as the lessor can produce; which cows and horses the lessee shall use during his lease, being holden at the end thereof to deliver up the same number and half of the increase according to the custom of this country.

The lessee shall be holden at his own expense properly to fence off a lot for a house and garden in the village, as granted to the

lessor with the other inhabitants. Likewise the lessee shall be holden to fence off the land which he sows; which fence shall be delivered to the lessor at the end of the lease on a valuation by impartial persons. And the lessor promises in the first year of the lease to deliver to the lessee thirty skipples of wheat in the fall and fifty skipples of oats in the spring of the year to be sown, provided that in return therefor the lessee be holden in the last year of the lease, at his own expense, to sow the foremost land, containing about 13 morgens, more or less, with [221] so much good wheat as can properly be sown thereon, for the behoof of the lessor.

As rent of which aforesaid lots of land and stock of cows and horses, the lessee promises to pay in three instalments the sum of nine hundred guilders in grain at beavers price, to wit: on the 1st of May 1665, three hundred guilders; on the 1st of May 1666, three hundred guilders; and on the 1st of May 1667, three hundred guilders, punctually, without suffering one year to run into the next unpaid.

For the full performance of these the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Renselaerswyck in N: Netherland, dated as above.

CORNELIS WYNCKOOP
This mark X was made by LAMBERT HUYBERTSZ, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Substitution of Walewyn van der Veen for Philip Pietersen Schuyler as attorney for Aeltje Goossens Schuyler

[222] On this day, the 31st of May 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Phillip Pietersz Schuylder, magistrate of Fort Orange and Beverwyck, and declared that by virtue of a power of attorney executed by Aeltie Goossens van Schuylder, widow of the late Myndert Andriesz, before the honorable burgomasters and magistrates of the city of Amsterdam in Holland, of date the 19th of January last, containing a clause of substitution, which was shown to us, the notary and witnesses, he substituted and put in his place

Mr Walewyn van der Veen, notary in Amsterdam in New Netherland, specially to demand and receive from Fredrick Gysbertsz van den Berch, dwelling there, a due accounting, statement and balance of all that he has in hand or the administration of, belonging to the aforesaid Myndert Andriessz, deceased, according to the purport and tenor of the power of attorney and documents thereof, an authentic copy of which with this has been placed in the hands of the substitute; therefore, to receive good payment in return for merchandise in accordance with the conditions on which they were sent to him, acquittance to give for the receipts, and furthermore all things to do according to the contents of said power of attorney, whether with or without resorting to law, which may be needful or which may seem to him proper, as fully as the subscriber might or could do if he were himself present; [the principal] promising at all times to hold valid whatever [223] may be done and performed by virtue hereof and of said power of attorney by said substitute, without any contradiction: provided the substitute be holden a proper return to make of his said transactions and receipts when requested. Thus done and executed in Beverwyck in New Netherland, in presence of Mr Abraham Staats, magistrate, and Gerrit Banckert, as witnesses hereto called.

PHILIP PIETERSZ SCHUYLER

Abram Staas:
Gerret Bancken

D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract between Jacob Kip and Jan Gerritsen van Marcken for the delivery of beer

On this day, the 3d of June 1662, Jacob Kip, brewer at Amsterdam in New Netherland, and Jan Gerritsz van Marcken, farmer [of the excise] in Beverwyck, have contracted with each other that he, Kip, shall send and deliver free to him, Van Marcken, by the sloops every week or fourteen days as he can best do so, a half *last* of strong beer and a half *last* of small beer, reckoned at thirteen half barrels to the half *last;* for which Van Marcken promises to pay a hundred and seventy guilders in good, current seawan for every half *last* of strong beer, and for the half *last* of small beer forty-eight guilders; Van Marcken being bound to return again the empty casks by the sloops, and Kip to let the payment for the first

half [224] *last* remain until the final settlement of accounts, and he, Van Marcken, to make payment for the remainder of the beer every trip of the sloops. This contract shall be binding until one of the parties gives notice of its repeal, Kip being holden after such notice to send and Van Marcken to receive one-half *last*. All in good faith done in Beverwyck, dated as above.

JACOB KIP
J. G. VAN MARCKEN

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*

1662

Agreement between Albert Andriessen Bratt and his children in regard to the settlement of the estate of said childrens' mother

On this day, the 3d of June 1662, Albert Andriessz, widower of the late Annetie Barentsz van Rotmerz,[1] dwelling in the colony of Rensselaerswyck in New Netherland, of the first part, and Mr Roeloff Swartwout, husband and guardian of Eva Albertsz, daughter of Albert Andriesz, Barent and Storm Albertsz, sons of said Albert Andriesz, Theunis Slingerlant, husband and guardian of Engeltie Albertssz, and Jan van Eckelen, husband and guardian of Gisseltie Albertsz, as well for themselves as in these presents filling the place of and undertaking for Andries, Jan and Dirck Albertsz, minor children, sons and daughters of said Albert Andriesz, their father, and Annetie Barentse, their mother, deceased, and therefore heirs *ab intestato* to all the property left by their late mother, of the second part, in the presence [225] of and with the mediation of the Honorable Arent van Curler, commissioned councilor, and Gerard Swart, sheriff of said colony, together with François Boon, magistrate of Fort Orange, and Mr Jan Verbeeck, have in all love and friendship contracted and agreed respecting the buying out of said childrens' interest in their mother's estate, as follows: The said Albert Andriese promises hereby to convey to said children and heirs in free ownership, on the 5th day of this month of June, the house and lot standing and lying within the city of Amsterdam in New Netherland, bounded westerly and southerly by the streets, easterly by Claes van Elslant and northerly by the aforesaid Slingerlant, which house is at present occupied by the honor-

[1] Thus in the records; not Rolmers, as given in *Van Rensslaer Bowier Mss*, p. 360, note. The place is not identified.

able Burgomaster Allert Anthony, with such servient and dominant estates and rights as the said Albert Andriessz has hitherto possessed in the same, saving the lord's right, of the proceeds of which house and lot, whether in selling or leasing, according to the pleasure of the said children and heirs, they shall receive each an equal portion. On the other hand, said Albert Andriessz shall remain in full possession of the estate, all other effects, debts and credits to be to his loss and profit [226] and furthermore he shall be holden to maintain, nourish and train in all godliness the minor children till they become of age or marry.

Herewith, the parties declare that they have apportioned and divided and to their satisfaction come to a final settlement with each other regarding the inheritance of said children and heirs arising from their maternal estate, without having any further claims one against the other in the matter aforesaid. Promising nevermore to do nor cause to be done anything contrary hereto, they bind hereto their persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck in New Netherland, on the date above written.

Aalbert Andriesse
Roeloff Swartwout
This mark X was made by Barent Albertsz, aforenamed
Storm Albertsen van de See
Tuenyes Cornelisz Slyengherlant
This mark was made A by Andries Albertsz, aforenamed
Jan Ians van Eeckel

A: van Curler
G: Swartt
Francoys Boon
Jan Verbeeck

In my presence,
D. V. Schelluyne, *Secret'y*
1662

Lease of a mare from Cornelis Teunissen Bos to Teunis Cornelissen van Rossum

[227] On this day, the 11th of June 1662, Cornelis Theunisz Bos acknowledges that he has let and Theunis Cornelisz van Rossum that he of him has hired a mare for the time of one year,

beginning on the 1st day of May last, to be used in the service of the lessee; for which the lessee promises to pay to the lessor at the end of the year four good, whole beaver skins, reckoned at eight guilders apiece, or otherwise thirty-four skipples of oats, the lessee being holden at the end of this lease to deliver up again to the lessor said mare sound and in good condition; and in case of her death within the year, the lessee promises to pay therefor to the lessor the same sum and in the same currency as she was bought for by him of Director Rensselaer at public vendue; and in case a colt be born of said mare, it shall belong to the lessor. For the full performance of these the lessee binds his person and estate, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck in N: Netherland, dated as above.

CORNELIS THONISEN BOS
This mark[1] X was made by THEUNIS
CORNELISZ VAN ROSSUM, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract of Frans Pietersen Clau with Jan Dircksen van Bremen for the delivery of logs

[228] On this day, the 17th of June 1662, Frans Pietersz Clau and Jan Dircxsz van Bremen have agreed with each other in manner following:

Jan Dircxsz van Bremen undertakes and promises hereby to deliver on the bank of Flodder's kill,[2] between this time and next fall, four hundred logs, for which purpose Frans Pietersz, for his accommodation in drawing the logs out of the woods, shall furnish two horses, a truck with solid wheels (*rol wagen*), ropes and other appurtenances, the horses being at the risk of Frans Pietersz provided that van Bremen shall not use the horses, truck, and tools for himself or any other person; and Frans Pietersz promises to pay to Jan Dircxsz van Bremen for each log forty-five stivers in boards at the current seawan price. For the full performance of

[1] The mark is the same as that of Teunis Cornelissen *in Early Records of Albany*, 1:77, 79, whom Professor Pearson, apparently erroneously, identifies with Teunis Cornelissen van Vechten.

[2] Perhaps the same as the Fifth or Patroon's creek, on which Jacob Jansen Gardenier, *alias* Flodder, had a sawmill. See *Van Rensselaer Bowier Mss*, p. 816.

these the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges.

Done in the colony of Rensselaerswyck, dated as above.

Frans Pietersen Clau
Jan Dircksen van Bremen

This mark X was made by *Hans*
Jansz van Rotterdam
Poulys Jansen

In my presence,
D. V. Schelluyne, *Not. Pub.*
1662

Lease of a farm near Breuckelen, Long Island, from Frederick Lubbertsen to Roelof Willemsen van Heerden

[229] On this day, the 27th of June 1662, Frederick Lubbertsz acknowledges that he has let and Roeloff Willemsz van Heerden that he has hired of him the lessor's farm, consisting of a dwelling house, barn rick, garden, arable and woodland, lying within the jurisdiction of Breuckele on Long Island, to the lessee well known, for the time of six years commencing from the 1st of August next, upon the following conditions:

The lessee shall enter upon and sow the arable land when the grain of the next harvest shall be taken off.

The lessee who now occupies the house, barn and rick shall continue in the use of the same till the 1st of May 1663, and the present lessee [van Heerden] shall likewise occupy the same as much longer after the expiration of this lease.

The lessor promises to deliver to the lessee a stallion and a mare, also four cows next spring, the lessee to receive the half of the increase thereof and the increase to be divided every three years; the lessee shall be holden at the end of this lease to deliver up again the original number to the lessor, but the lessee shall receive and use said two horses next autumn at his risk.

There shall be delivered to the lessee a wagon, a plow with appurtenances, a new harrow with iron teeth, three sickles and a scythe.

For the rent of the said farm the lessee [230] promises to pay every year three hundred and fifty guilders in good, strung seawan, or grain at seawan value, at the option of the lessor; and the lessee

may mow each year as much hay in the marsh (*valey*) near the farm as he needs for the cattle. Furthermore, the charges and taxes which are already or may hereafter be assessed on the farm by the village shall be paid by the lessee.

And as the farm, farming implements and cattle are to be delivered to the lessee in proper condition and repair and fence, the lessee shall be holden at the end of the lease to deliver up the same in similar condition, unavoidable accidents excluded, the risk as to the horses being reserved as above.

For the fulfilment and performance of what is hereinbefore written, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck, on the date above written.

FRERICK LUBBERTSEN
ROELEF WILLEMSEN

As witnesses
alalbert anderiessen [1]
A: Appel

D. V. SCHELLUYNE, *Not. Pub.*
1662

Agreement between the relatives of the late Seger Cornelissen van Voorhout and Folckertje Juriaensen, sister-in-law of Andries Herbertsen Constapel, the parties of the first part engaging not to prosecute said Constapel for the slaying of Seger Cornelissen

[231] On this day, the 27th of June 1662, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Cornelis Segersz van Voorhout[2] and Brechtie

[1] Thus in the original.

[2] Though Cornelis Segersen as well as his children who were born in Holland are in the records commonly referred to, and also sign themselves, as "van Voorhout," Cornelis Segersen is designated as "van Egmont" in his contract with the patroon of August 25, 1643, in *Van Rensselaer Bowier Mss*, p. 679, and the same name occurs in connection with the baptism of children of the third and fourth generations in the records of the Reformed Dutch churches at New York and Albany. In view of these facts, Mr Richard Schermerhorn, jr, in his *Schermerhorn Genealogy and Family Chronicles*, p. 37, has expressed the opinion that although Cornelis Segersen "undoubtedly came direct from Voorhout to this country, he belonged to the original Egmont family of Holland from which the town of Egmont takes its name." Leaving aside the question as to whether the place took its name from the family, or, as generally held, the family took its name from the place, it may, in the absence of any direct proof to the effect that Cornelis Segersen belonged to the famous Egmond family of which the

Jacobsz's daughter, married people, father and mother of the late Seger Cornelisz van Voorhout;[1] Jannetie Theunisz's daughter van Vechten, widow of said Seger Cornelisz, assisted by Theunis Dircxsz Van Vechten, her father, and Dirck Theunisz, her brother; Cornelis Cornelisz van Voorhout, brother of said Seger Cornelisz, deceased; Jacob Schermerhoorn, husband and guardian of Jannetie Cornelisz's daughter van Voorhout; and Hans Carelsz,[2] husband and guardian of Neeltie Cornelis van Voorhout, as well for themselves as herein representing and undertaking for François Boon, husband and guardian of Lysbet Cornelisz van Voorhout, sister of said Seger Cornelisz van Voorhout, deceased, and all other their relatives, blood relations and kindred, of the first part; and Folckertie Juriaensz, wife of Jan Franssen van Hoesen, in the name and on the part of her sister Annetie Juriaens, wife of Andries Herbertsz Constapel,[3] of the second part; all dwelling, some in the village of Beverwyck and the others in the colony of Rensselaerswyck (known to me, the notary, and the undersigned witnesses); which said persons declared that last Friday, the 23d day of this month (God help us), it unfortunately happened that in the course of a dispute between said Seger Cornelisz and Andries Herbertsz Constapel occurring in the tavern of Anthony Janssz in

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ill-fated Count Lamoral van Egmond, beheaded at Brussels in 1568, was the last conspicuous member, be remarked (1) that the name "van Egmont," or "van Egmond," was borne in Holland by other families than that the lords of Egmond; (2) that in the seventeenth century there was a noble family by the name of "van Voorhout,' of which Simon van Leeuwen in his *Batavia Illustrata*, p. 1138, relates that the first known member, Willem van Voorhout, knight, together with Allert, lord of Egmont, and other knights, was slain by the Frisians at Schorel (Schoorl) in 1168 and buried in the abbey of Egmont; and (3) that according to Bernard J. M. de Bont, *De "Regale" Abdij van Egmond* (Amst. 1905), p. 12, the abbey of Egmond, among other revenues, received the tithes of the church at Voorhout, so that it is quite possible that Cornelis Segersen was born at or near Voorhout on land that formerly (the abbey was destroyed in 1573) belonged to the jurisdiction of the abbey of Egmond, and that he described himself indiscriminately as "van Voorhout," or "van Egmont." Names derived from wealthy abbeys seem to have been not uncommon; see the note on the van Benthuysen family. The name Clearwater, which may be derived from the convent of Claerwater, on the Veluwe, in Gelderland, is apparently another case in point. See also "Genealogical notes on a very old New York family and some of its branches," by Richard Schermerhorn, Jr, in *New York Genealogical and Biographical Record*, 1915, 46:343–46.

[1] In *New York Colonial Manuscripts*, v. 16, pt 2, p. 70, he is referred to as "Seger Cornelissen Wip," and in *Early Records of Albany*, 1:246, as "KeesieWyp."

[2] He is also referred to as Hans Carelsen Noorman and was probably the same person as Hans Carelsen van Langesont (Langesund), mentioned in the *Dutch Records of Kingston*, revised translation by Samuel Oppenheim, p. 36, and Hans Carolusen, whose house at Witwyck was burned in the second Esopus war in 1663; see *Doc. Rel. to Col. Hist. N. Y.*, 13:247. He was the ancestor of the Toll family in Schenectady.

[3] Meaning "the gunner." See *Van Rensselaer Bowier Mss*, p. 829.

Beverwyck aforesaid, he, Seger Cornelisz, with a cue of the billiard table struck said Constapel over the head and severely wounded him, whereupon he, Constapel, [232] stabbed him, Seger Cornelisz, in the belly with a knife, in consequence of which (after they on Saturday, the 24th of this month, had forgiven each other this misfortune and accident from the bottom of their hearts) said Seger Cornelisz in the latter part of the night died. NOW THEREFORE, since this matter is very grievous to both sides, the parties of the first part at the request of said Folckertie Jurriaens, henceforth and forever heartily forgive said Andries Herbertsz Constapel for whatever offence he may have committed thereby, without desiring now or at any time hereafter to inflict or to cause to be inflicted upon him any manner of punishment or revenge; provided that Andries Herbertsz be holden, for the prevention of greater mischief, to avoid and wherever it may be to keep himself as much as possible out of the way of the relatives of the deceased; hoping, asking and praying that the same pardon and forgiveness may be granted to him by the honorable director general and council of New Netherland, promising nevermore to do nor cause anything to be done contrary hereto in any manner, binding themselves thereto as by law provided. All in good faith, done and executed in the colony of Rensselaerswyck, in presence of Domine Gideon Schaets, minister of the holy Gospel, Mr Jan V[er]beeck, and Adriaen Appel, as witnesses hereto called.

CORNELIS ZEEGERS
This mark X was made by BRECHIE JACOBSZ, aforenamed
JANTJE THEUNISZ
This mark + was made by THEUNIS DIRCXSZ VAN VECHTEN, aforenamed
This mark + was made by CORNELIS CORNELISZ, aforenamed
JACOB JANSEN SCHERMERHOOREN
DIRCK THEUNISZ:
HANS CAREL
This mark X was made by FOLCKERTIE JURRIAENSZ, aforenamed

Gideon Schaets, pastor in Beverwyck
Jan Verbeeck
A: Appel

D. V. SCHELLUYNE, *Not. Pub.*
1662

Bill of sale of two horses, a beer wagon, ten barrels and a brew kettle from Rutger Jacobsen to Hendrick Jansen Looman

[233] On this day, the 27th of June 1662, Ruth Jacobsz acknowledged that he had sold and Hendrick Janssz Looman[1] that he had bought of him a gelding and a mare viewed by the buyer to his satisfaction, together with ten half-barrels, a beer wagon and a light brew kettle, also known to the buyer, for which the buyer promises to pay the quantity of fifty-seven beavers, reckoned at eight guilders apiece, to be paid upon the delivery of the horses, which shall be done next autumn when the winter grain is in the ground, thereto binding their respective persons and properties, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck, dated as above.

RUTGER JACOBSZN
This mark II was made by HENDRICK JANSZ LOOMAN, aforenamed

As witnesses
G: Swartt
J. G. v. Marcken

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Bond of Pieter Jansen de Boer to Pieter Riverdingh

[234] On this day, the 3d of July 1662, Pieter Jansz de Boer, born at Hoorn in Holland, acknowledged that he was well and truly indebted to Mr Pieter Riverdingh[2] in the sum of eighty guilders Holland money, to be paid in Holland, growing out of the matter of merchandise delivered and by him to his content received; for which sum he, Pieter Janssz, requests that his brother-in-law Douwe Myndertsz, dwelling at Hoorn aforesaid, on sight of this will please to pay out of the property to which he fell heir by the death of his late father Jan Pietersz de Boer and of his grandmother Tryntie Jans's daughter, and remaining in the hands of his said brother-in-law; in default whereof, contrary to expectation, he,

[1] In the *Dutch Records of Kingston,* revised translation by Samuel Oppenheim, p. 74, he is referred to as a brewer's helper who was killed during the trouble with the Indians on June 7, 1663, leaving no relatives. See also *Doc. Rel. to Col. Hist. N. Y.,* 13:245.

[2] Pieter Riverdingh, or Ryverdingh was court messenger of Beverwyck in 1654.

Pieter Jansz, promises to pay the said sum here in this country in beavers, at such current price as beavers shall be sold for this year in Holland, in the trading season A° 1663, with interest on the same at ten per cent a year, beginning from this date and running until the effectual payment hereof; thereto binding his person and estate, nothing excepted, subject to all courts and judges, requesting me, the notary, to issue hereof three bonds, of the same tenor, the one paid, the others to be null and void.

Done in the colony of Rensselaerswyck in New Netherland, dated as above, in presence of Adriaen Appel and Cornelis van Schelluyne, as witnesses hereto called.

This mark + was made by PIETER JANSSZ DE BOER, aforenamed

A: Appel
Cornelis van Schelluyne } as witnesses

D. V. SCHELLUYNE, *Not. Pub.*
1662

Agreement between Gerrit van Slichtenhorst and Jan Andriessen regarding the payment of an obligation executed by the late Pieter Theunissen

[235] On this day, the 13th of July 1662, Mr Gerret van Slechtenhorst, as attorney for his father Mr Brant van Slechtenhorst by power of the 6th of October 1654, of the first part, and Jan Andriessz,[1] dwelling at Katskil, of the second part, through the mediation of the underwritten arbitrators chosen and selected by the parties respectively, have agreed with each other about the satisfaction of an obligation dated the 4th of November 1653, executed by or on the part of Pieter Theunisz, deceased, then the husband of the present wife of said Jan Andriesz, named Catarina Goris, said obligation amounting to the sum of seven hundred and seventy-two guilders and twelve stivers, with the interest thereon, according to the tenor of said obligation in manner following.

Jan Andriesz hereby promises to pay to said Slechtenhorst, or his order or assign, in full satisfaction of said obligation and the interest thereon, next autumn three barrow pigs, each of the value of five beavers; in the spring of 1663 six *mudden*[2] of good winter wheat; and in the autumn of 1663 three oxen, each three years old.

[1] Jan Andriessen, the Irishman. March 9, 1665, the administrators of his estate offered his land for sale; see *Early Records of Albany*, 1:71.
[2] One *mud*, or *mudde*,= 3,056 bushels.

Wherewith the parties are fully agreed and satisfied, [236] neither one having any further claim upon the other, the said Jan Andriesz promising that he will faithfully observe and fulfil the aforesaid promise and conditions, for which he binds his person and estate, nothing excepted, to the authority of all courts and judges. All in good faith, done in the colony of Rensselaerwyck, dated as above.

This mark X was made by Jan Andriesz, aforesaid
Gerrit van Slichtenhorst

Philip Pietersz Schuyler
Jan Dareth
A: Appel
} chosen arbitrators

In my presence,
D. V. Schelluyne, *Not. Pub.*
1662

Contract between Jacob Hevingh and Reyndert Pietersen and Pieter Bronck for the conveyance of two houses, a brewery and appurtenances to satisfy two mortgages

[237] On this day, the 4th of August 1662, Jacob Hevingh and Reyndert Pietersz, of the first part, and Pieter Bronck, of the second part, through the mediation of the undersigned arbitrators chosen and invited by the parties respectively, have agreed with each other about the satisfaction of a mortgage dated the 17th of November 1661 for the sum of 2272 guilders with the interest thereon for the behoof of Jacob Hevingh and [of another to] Reyndert Pietersz for the sum of eight hundred and thirty-two guilders also with the interest thereon, dated the 4th of August 1660, according to the tenor of the same, in manner following:

Pieter Bronck promises at the first opportunity to give a lawful conveyance to Jacob Hevingh and Reyndert Pietersz of the dwelling house, brewery, mill house, horse stable and hay barn, together with the well and lot, standing and lying in the village of Beverwyck, bounded on the north by the blockhouse (belonging to said Bronck), as the same are built and bounded, shown to said Jacob Hevingh and Reyndert Pietersz and known to them, all free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; likewise the house and lot standing and lying on the hill, at present occupied by Paulus Jurriaensz, also

known and shown [238] to Hevingh and Reyndert Pietersz; furthermore, they, Hevingh and Reyndert Pietersz, promise to pay to the said Pieter Bronck two hundred guilders in beavers.

Thus the parties have in friendship agreed and contracted with each other in the matter aforesaid, neither side having any further claims upon the other, and they mutually promise nevermore to do nor cause anything to be done contrary hereto, either by or without resorting to law, in any manner whatsoever, binding thereto their respective persons and estates, nothing excepted, subject to the jurisdiction of all courts and judges. Done in Beverwyck, on the date above written.

This mark X was made by Jacob Hevingh, aforenamed
This mark R P was made by Reyndert Pietersz, aforenamed
Pyeter Bronck

Frans Barensz Pastoor
A. Appel
} chosen arbitrators

In my presence,
D. V. Schelluyne, *Not. Pub.*
1662

Bond of Dirck Jansen, smith, to Anthony Jansen to satisfy a judgment

[239] On this day, the 7th of August 1662, Dirck Jansen, smith, promises to Anthony Jansz[1] to satisfy the judgment pronounced and rendered by the honorable court of Fort Orange and Beverwyck in favor of said Anthony Jansz under date of the 25th of July last for the sum of thirty-eight skipples of wheat, [to be paid] within the time of six weeks, according to the judgment, exclusive of eight days of grace, for which he specially binds his boat or sloop and rigging, at present lying at anchor before this town, for the recovery of said sum, in case of failure of payment within the stipulated time, without loss or damage, and furthermore his person and estate, movable and immovable, nothing

[1] Anthony Jansen Westbroeck, innkeeper at Beverwyck.

excepted, subject to the jurisdiction of all courts and judges. Done in Beverwyck, on the date above written.

DERCK YANSEN SMIT

This mark X was set by *Jan Ysbrantsz Timmer*[1] } witnesses
Tuenes Jacobsen }

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1662

Bond of Marten Mouritsen to Jeronimus Ebbingh

[240] On this day, the 10th of August 1662, Marten Mourisz,[2] dwelling in the colony of Rensselaerswyck, acknowledges that he is well and truly indebted to Mr Jeronimus Ebbingh, trader at Amsterdam in New Netherland, in the sum of one hundred and sixty-three guilders, 11 stivers, 8 pence in beavers, together with twenty guilders in good strung seawan, growing out of the matter of merchandise delivered in the year 1661 and by him to his content received of Lodewyck de Rooy, late servant of Mr Ebbingh; which said sum of fl. 163-11-8 in beavers and fl. 20 in seawan, he, Marten Mourisz, promises to pay to said Mr Ebbingh, or his order, in the business season or at the latest in the month of July 1663, punctually and without further delay (and the seawan also in beavers reckoned at 18 gl. a beaver); with yearly interest thereon at ten per cent beginning on the 1st of July last and running till the full payment thereof; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges. All in good faith. Dated as above and signed in presence of Lambert van Neck and Gerrit van Tricht, as witnesses thereto called.

This mark M M was made by MARTEN MOURISZ, aforenamed

Lambert Van Neck
Gerrit van Tricht

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1662

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[1] Thus in the original. His mark, which looks like a combination of J and N, but which may be intended as a combination of J, I and T, is the same as that of Jan Timmel, in *Deeds*, 2:798, which unfortunately has been replaced by a simple cross in *Early Records of Albany*, 1:479. The name of Timmer occurs repeatedly in the records of the Reformed Dutch Church of New York and is probably correct.

[2] Marten Cornelissen van Slyck, *alias* Marten Maurits, a half breed, who at an early date obtained Van Slyck's island, west of the city of Schenectady. He died in 1662. See *History of the Schenectady Patent*, p. 77.

Power of attorney from Albert Andriessen Bratt to Symon Jansen Romeyn

[241] On this day, the 10th of August 1662, Albert Andriessz, dwelling in the colony of Rensselaerswyck, declared that he hereby constituted and appointed Mr Symon Janssz Romeyn[1] his special attorney to demand, collect and receive of Mr Jan Janssz de Jongh, dwelling in Amsterdam in New Netherland, certain overdue house rent which he owes for the house and lot of him, Albert Andriessz, according to the lease thereof, in the hands of the secretary Mr Joannes Nevius, deducting what has been paid thereon, or credited on the account placed in the hands of this attorney; therefore, acquittance for receipts to give, and in case of refusal, him by legal proceedings to constrain to pay; to this end all terms of the courts to observe unto judgment and extreme execution thereof; also to compound, arrange and agree; and furthermore all things to do and perform, either with or without resorting to law, which may be needful or which may seem to him proper, [the principal] promising at all times to hold valid whatever in the matter aforesaid may be done and performed by the attorney, without [242] any contradiction, provided that the attorney be holden a proper return to make of his aforesaid transactions and receipts when required.

Done in the colony of Rensselaerswyck, dated as above, in presence of Mr Arien Appel and Daniel Jansz van Antwerpen, as witnesses hereto called.

ALBERT ANDRIESSEN

A: Appel
Daniel Jansz van Antwerpen

Contract between Goossen Gerritsen van Schaick and Gerrit Reyersen and Hendrick Coster for the loan of money for trading purposes

On this day, the 11th of August 1662, Goossen Gerritz van Schaick of the first part and his half-brother Gerrit Reyersen[2] and Hendrick Coster of the second part have contracted with each

Contract — Copy delivered to Goossen Gerritsz 22d Feb. 1664[3].

[1] In the records of the Reformed Dutch Church of New York, under date of January 1, 1671, is found the entry of the marriage bans of Simon Janszen Romeyn, young man from Amsterdam, and Sophie Jans, spinster from 's Gravenhage. His name occurs repeatedly in the *Records of New Amsterdam* in connection with various litigations.

[2] Gerrit Reyersen was the son of Reyer Albertsen, or Eldertsen, the stepfather of Goossen Gerritsen van Schaick.

[3] The partnership between Gerrit Reyersen and Hendrick Coster was dissolved on February 21, 1664, when Goossen Gerritsen took over Reyer Gerritsen's interest. See *Early Records of Albany*, 1:342–43.

other in manner following: Goossen Gerritsz hereby promises his said half-brother and Hendrick Coster (who propose to return to Holland this year) to cause to be delivered to them in Holland a capital of six thousand Carolus guilders at 40 groats apiece, which they shall receive there at Amsterdam from the hands of Mr Jan Sybingh; [243] which said sum of six thousand Carolus guilders Garrit Reyersz and Hendrick Coster shall lay out and invest in merchandise at their own expense, to be traded with here in New Netherland for their profit and use during the time of the two next following years; provided they pay therefor yearly interest at ten per cent also in Holland and in the same currency, to commence whenever the first merchandise shall be shipped to be sent or brought over, and running until the effectual payment thereof, without their keeping the capital any longer, under pretext of paying interest thereon, than he, Goossen Gerritssz, shall please; and they, Gerrit Reyerssz and Hendrick Coster, remain holden to have the aforesaid merchandise and the returns proceeding therefrom insured every voyage, when sent over; the returns to be sent at the pleasure and knowledge of Goossen Gerritssz. For all of which the parties hereto bind their respective persons and estates, having and to come, nothing excepted, subject to all courts and judges. All in good faith, these are subscribed in Beverwyck in New Netherland, dated as above, in presence of Mr Gerrit Banckert and Anthony Jansz, court messenger of the colony of Rensselaerswyck, as witnesses hereto called.

Goosen Gerretsen
Gerrit Reyarsz
Henderick Koster

Gerret Bancken
A. Jansz

In my presence,
D. V. Schelluyne, *Not. Pub.*
1662

Substitution of Matheus de Vos for Gerard Swart and Abraham Staes as attorney for Pieter Hartgerts in a case of appeal pending before the director general and council

[244] On this day, the 12th of August 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, the Honorable Gerardt Swart, sheriff of the

colony of Rensselaerswyck and Abraham Staes, magistrate of Fort Orange and Beverwyck, and declared that by virtue of a power of attorney delivered to them by Mr Pieter Hartgers, of date the 25th of September 1661, containing a clause of substitution, to us, the notary and witnesses, shown, they substituted in their places and hereby specially empowered Matheus de Vos, notary in Amsterdam in N. Netherland, to take charge of and defend such action as they on the part of Pieter Hartgers, in the case of appeal pending before the honorable the director general and council of New Netherland, have against Mr Jeronimus Ebbingh; in regard to which all terms of the courts to observe to judgment and extreme execution thereof, and furthermore all things to do, perform and transact which may be needful and may seem to him proper, promising at all times to hold valid whatever in the matter aforesaid may be done and performed by the substitute by virtue hereof without any contradiction. Thus done and executed in Beverwyck, in presence of Evert Noldingh and Pieter Jillissz, as witnesses hereto called.

ABRAM STAAS:
G: SWARTT

Euerdt Nolden
Pieter Jellisz

D. V. SCHELLUYNE, *Not. Pub.*
1662

Power of attorney from Claes Lock to Philip Pietersen Schuyler

[245] On this day, the 4th of August 1662, Mr Claes Lock declared that he hereby constituted and appointed Mr Phillip Pietersz Schuyler his special attorney during his absence to represent his person and to exercise proper supervision over his sloop named the *Vergulde Hoorn* (Gilded Horn), on which Arien Claessz is skipper, and therefore all things to do herein which may be needful and seem to him to the best interest [of the principal] who promises to hold valid whatever shall be done and performed by the said attorney in the matter aforesaid, without any contradiction. Done in the colony of Rensselaerswyck, dated as above.

CLAES LOCK[1]

Hend^r. J. vand^r. Vn
Jacob Strycker } as witnesses

D. V. SCHELLUYNE, *Not. Pub.*
1662

[1] Claes Hendricksen Lock, from Amsterdam, married in 1671 at New Amsterdam Cuiertje Hendricks, widow of Walraven Klaerhout, of New York.

Power of attorney from Johannes Clute to Harmen Thomassen Hun

This day, the 15th of August 1662, Jan Cloete, being about to depart for Holland, declared that he appointed and constituted hereby Harmen Thomassz van Amersfort his special attorney to demand, collect and receive from divers persons, his debtors, sundry amounts which are due to him from them, according to the accounts and obligations thereof placed in this attorney's hands; in regard to the same acquittance to deliver for receipts, and in case [246] of refusal, the unwilling to constrain to pay by legal proceedings and rigor of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; and furthermore all things to do, perform and transact which may be needful and seem to him proper; promising at all times to hold as valid whatever may be done and performed in the matter aforesaid by virtue hereof by his said attorney, without any contradiction; provided that the attorney be holden a proper return to make of his said transactions and receipts when required. Done in the colony of Rensselaerswyck, dated as above, in presence of the undersigned witnesses hereto called.

JOHANNSZ CLUTE

As witnesses { *Hendrick Huisen*[1] / *Cornelis van Schelluyne*

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract of sale of a house from Arent van Curler to Aert Goossen van Twiller

[247] On this day, the 17th of August 1662, Mr Arent van Curlar acknowledged that he had sold and Aert Goossenssz van Twieler that he had bought the seller's house and lot with whatever is thereon fast by earth and nail, and furthermore with such servient and dominant estates and rights as the seller has hitherto possessed in the same and as came to him from the widow of the late Mr Johan de Hulter according to the documents and proofs thereof; just as said house and lot are built and fenced, standing and lying in the colony of Rensselaerwyck, bounded north and west by the seller, on the east and south by the river and high-

[1] The signature looks like Hendrick Huyen.

ways, which house and lot the buyer at present occupies; the same being sold shall be delivered to the buyer free and unincumbered, without any charges thereon or issuing out of same, saving the lord's right; for which said house and lot the buyer promises to pay the sum of six hundred Carolus guilders to be received by exchange on Holland, and in default of payment of said bill of exchange, the buyer shall pay the yearly rent of said house so long as it shall please the seller [248] to have him dwell there; on payment of the bill of exchange the aforesaid house and lot shall be lawfully conveyed to the buyer.

For the fulfilment and performance of these, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

A: van Curler
Aert Goossen Twiller
In my presence,
D. V. Schelluyne, *Not. Pub.*
1662

Bill of exchange from Aert Goossen van Twiller to Aert Jansen and Renger Rengersen for the payment of 600 guilders to Joachim van Curler

Aert Jansz and Renger Rengerssz: Pay to Mr Joachim van Curlar within six weeks after sight this my first of exchange for the sum of six hundred Carolus guilders, the value of which I have received to my satisfaction in the purchase of a house and lot; it shall avail you for a good account; this my first of exchange paid, the second to be null and void.

Done in the colony of Rensselaerswyck in N: Netherland, this 17th of August 1662.

Was subscribed: Aert Goossens Twieler

Power of attorney from Anthony Jansen, as attorney of his wife, to Jan Hendricksen Bruyn to collect money in Holland

[249] On this day, the 18th of August 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Anthony Janssz, court messenger of the aforesaid colony of Rensselaerswyck, husband and guardian of Orsseltie Dircks, his wife, and declared that he had constituted and appointed hereby

Jan Hendricxsz Bruyn, proposing to return to Holland by one of the ships lying ready to sail, his special attorney to demand, collect and receive of Anthony Lorme, draper, at Rotterdam, certain clothing, goods and gold and silver ware, together with [two] assignments of monthly pay (*maentgelts brieven*), one executed by Lieve Fredericxsz van Gordingh, her cousin,[1] and the other executed by Myndert Dircxsz, her brother, both having sailed for the East Indies; likewise a will of the subscriber's wife's aforesaid brother Myndert Dircxsz, which is entrusted to said Anthony Lorme; said goods, gold and silver ware to receive and convert into money, the payment of the monthly wages due to demand and receive; acquittance for receipts to deliver; also to receive from the hands of notary Leendert van Seyl at Rotterdam aforenamed a copy of a certain will which said Lieven Fredricxsz van Gordingh made to the behoof of the subscriber's wife on the 3d of April 1652, in the presence of certain witnesses; and in pursuance thereof to receive at the treasury of the East India House at Amsterdam whatever he has coming to him and in case of his death the same in like manner to receive and also acquittance for the receipts to deliver, and release from all further demands; furthermore all things to do, perform and transact which may be needful; promising at [250] all times to hold valid whatever may be done and performed in the matter aforesaid by the attorney, without any contradiction, provided that the attorney be holden a proper return to make of his aforesaid transactions and receipts when required; and merchandise for the money received to send or bring over at the first opportunity according to the list thereof placed in the attorney's hands.

Thus done and executed in the colony of Rensselaerswyck in New Netherland, in presence of Carsten Fredricxsz, master smith, and Jan Schekel, master tailor, as witnesses hereto called.

ANTHONY JANSZ
This mark + was made by ORSSELTIE DIRCXS, aforenamed

Karsten Frederiksen, smith
Jan Scheckel

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

[1] *Neef;* which may mean either cousin, or nephew.

Power of attorney from Pieter van Alen to his servant Dirck Wessels to look after his affairs during his absence in Holland

[251] On this day, the 19th of August 1662, Pieter van Alen, proposing to depart for Holland, declared that he had constituted and appointed by these presents his servant[1] Dirck Wessels his special attorney during his absence to take good care of the merchandise he leaves in his hands, the same to his best advantage to sell; also according to the obligations and accounts to demand, collect and receive of diverse persons payment of what they owe; acquittance for receipts to deliver; the unwilling to constrain to pay by legal proceedings and rigor of justice; to which end all terms of courts to observe to judgment and extreme execution thereof; with power also one or more persons *ad lites tantum* in his place to substitute; promising at all times to hold valid whatever in the matter aforesaid may be done and performed by said attorney without any contradiction, provided that he be holden a proper return to make of his said transactions and returns when required. Done in Beverwyck in N. Netherland, dated as above.

PIETER VAN ALEN

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Contract of sale of a bakery from Jan Barentsen Dulleman to Juriaen Theunissen Tappen

[252] On this day, the 27th of August 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker, of the first part, and Jurriaen Theunissz, glazier, of the second part, both dwelling in the village of Beverwyck, acknowledging the said Jan Barentse that he had sold and he, Jurriaen Theunisz, that he had bought of him the seller's bakery tools, consisting of eight grain bags, three bolting bags, bolting chest, kneeding trough, and other implements, by the buyer seen to his satisfaction; together with about fifty skipples of wheat, more or less, as shall appear by measurement; the implements being in the bakery and the grain at the house of Lourens van Alen (which Jurriaen Theunissz has hired of him); for which Jurriaen Theunissz promises to pay to him, Jan Barentsz, four and a half merchantable beavers reckoned at eight guilders each (for the said implements), valuing the wheat at fl. 2–10 a skipple, also

[1] *Knecht.*

in beavers, the amount to depend on the measure, and this in the month of June 1663; said tools and wheat to be delivered to the buyer on Tuesday the 31st of this month of August. Moreover said Jurriaen Theunisz has hired and said Jan Barentsz has bound himself to serve him, Jurriaen Theunissz, faithfully in baking coarse and fine bread with whatever belongs thereto, likewise to chop wood, keep the bakery clean, etc., and both in [253] baking and in taking charge of the trading season with the Indians to render his service with all honesty, faithfulness and obedience; which service shall begin on the 1st of October next and last for the time of one year. In consideration of which the aforesaid Jurriaen Theunisz promises to pay him, Jan Barentsz, at the end of the service thirty-three merchantable beavers, reckoned as before, besides free burgher board during the term of his service; but in case said Jan Barentsz should notoriously neglect his work and service to his master's material damage, then the wages of said Jan Barentsz shall be forfeited and he may be discharged. For the faithful performance of these, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Lauris van Alen and Lambert van Neck, as witnesses hereto called.

Jan Barentsen Dulleman
Jurejan Tunsen

Lourus Van Alen
Lambert Van Neck

D. V. Schelluyne, *Not. Pub.*
1662

Release by Daniel Ringhout of a legacy from his late uncle Jan Ringhout

[254] On this day, the 29th of August 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Daniel Rinchout, elderly bachelor[1] born in the land of Pomeren,[2] aged about thirty-six years, so he says (known

[1] *Bedaecht* (= *bedaagd*) *jongman;* meaning an unmarried man of mature years, a middle-aged bachelor. Cf. the use of the term *bedaecht man* in connection with the patroon's idea of a suitable minister for the colony of Rensselaerswyck, in *Van Rensselaer Bowier Mss,* p. 561.

[2] Evidently the province of Pomerania in Germany, and not a place in Holland, as stated in the *Genealogies of the First Settlers of Albany* under Daniel Rinckhout's name. In the same place his age in 1662 is by mistake given as 32, instead of 36, as above and in the will which follows.

to the undersigned witnesses), and acknowledged that he was fully paid and satisfied, the last penny with the first, for all that was coming to him by virtue of the bequest and inheritance left to him by the death of his uncle, the late Jan Rinchout, deceased at Munnickendam in North Holland, and this by the hands of Sacharias Jansz Creleman and the widow of Nicolaus van den Broeck, dwelling at Munnickendam aforesaid, inasmuch as it was paid to his, the subscriber's, attorney, Pieter de Maeckere, house carpenter at Amsterdam in Holland, in accordance with the acquittance dated the 2d of January last, executed by said de Maeckere before Notary Jacob van Loosdrecht and certain witnesses to the behoof of said Creleman and the widow (shown to us, notary and witnesses); and therefore acquitting the said Sacharias Janssz Creleman and said widow in the matter aforenamed and for the whole bequest and inheritance, releasing them from all claims; with a promise nevermore to do nor cause anything to be done contrary hereto, [255] directly or indirectly, in any manner; binding thereto his person and estate, nothing excepted, subjecting the same to the authority of all courts and judges. Done and executed in the village of Beverwyck in New Netherland, in presence of Jan Coster van Aecken and Jan Verbeeck, neighbors of the subscriber, as witnesses hereto called.

DANIEL RINGHOUT

Jan Coster van Acken
Jan Verbeeck

D. V. SCHELLUYNE, *Not. Pub.*
1662

Will of Daniel Ringhout

In the name of the Lord, Amen. Know all men that on this day, the 29th of August 1662, about nine o'clock in the evening, personally came and appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, the worthy Daniel Rinchout, elderly bachelor,[1] born in the land of Pomeren, about 36 years of age (as he declared), dwelling in the village of Beverwyck in New Netherland, known to the undersigned witnesses, lying upon his bed sick, but apparently [256] in full possession of his mind, memory, reason and understanding, who, considering the shortness and frailty of human life, the certainty of

[1] *Bedaecht jongman;* see note to preceding document.

death and the uncertainty of the hour thereof, and wishing therefore to anticipate the same by a proper disposition of his worldly effects and goods, declared that without persuasion, inducement or deception on the part of any one he had made, ordained and concluded this his last will and testament in manner following:

Commending first of all his immortal soul, whenever it shall be separated from his body, into the gracious hands of God, his Maker and Redeemer, his body to a Christian burial, hereby revoking and annulling such testamentary dispositions as he may have heretofore made and executed, he, the subscriber and testator, declared that he nominated and instituted, as by these presents he does nominate and institute, his brother, Jan Rinchout[1] (who with his wife and family is dwelling in the testator's house here), to be his sole and universal heir of all [257] the estate, real and personal, claims, credits, gold and silver, money coined and uncoined, jewels, linen and woolen clothing, household furniture, etc., nothing excepted or reserved, which he shall leave behind on his death, to do therewith as with his absolute property, without interference from anyone, provided that he, Jan Rinchout, be holden from the first and most readily available property which shall be left behind to turn over to his other brother named Aertman Rinchout, dwelling in Pomeren aforesaid, as a legacy and memento, the sum of twenty-five guilders Holland money; but as he, the testator, has had no tidings of him for eight years, so he says, and does not know whether he is alive, therefore, in case of his decease, said legacy shall be null and said Jan Rinchout shall receive the whole inheritance as before stated, and all this for good reasons him [the testator] thereto moving. All that is hereinbefore written the testator declares to be his last will and testament, desiring that after his death the same shall have full force and effect, whether as will, codicil, donation, gift in anticipation of death, or otherwise, as shall be most feasible, notwithstanding that some formalities required by law or custom may not be fully [258] observed herein, requesting that the utmost benefit may be enjoyed and that one or more copies hereof be made by me, the notary, in proper form, to be used as occasion demands. Thus done and executed in Beverwyck in New Netherland, at the house of the testator, in presence of Mr Jan Verbeeck and Jan

[1] Jan Rinchout, like his brother Daniel, was a baker at Beverwyck. His wife at this time was Eva Jeurians. He afterwards married Elizabeth Drinckvelt. His son Jurrian was at an early date a freeholder of Schenectady. See Holland Society of New York, *Year Book*, 1900, 13:141; *Early Records of Albany*, 1:385; and *History of the Schenectady Patent*, p. 138.

Coster van Aecken, neighbors of the testator asked and invited as witnesses hereto.

DANIEL RINGHOUT

Jan Verbeeck
Jan Coster van Acken

D. V. SCHELLUYNE, *Not. Pub.*
1662

Lease of a house in Beverwyck from Adriaen Appel to Willem de Maerschalck and Jan Nack

On this day, the 30th of August 1662, Adriaen Appel acknowledged that he had let and Mr Willem de Marchalck and Jan Nack that they had hired of him the lessor's house, lot and garden as the same is occupied by the lessor, standing and lying in the village of Beverwyck and known to the lessees, for the time of one year beginning on the first day of May A°. 1663, for the sum of one hundred and sixty guilders to be paid in good, whole beaver skins reckoned at eight guilders [259] apiece; and as said house, lot and garden shall be delivered to the lessees in proper repair, window, roof and floor tight, the lessees shall be holden to deliver over the same again in like repair at the end of this lease. For the performance of these and the payment of the promised rent the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. All in good faith, done in Beverwyck in N: Netherland, dated as above.

A: APPEL
WILLEM DE MAERSCHALCK
JAN NACK

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Depositions by Jan Gerritsen van Marcken and Evert Nolden about seawan alleged to have been stolen by Anthony de Beeltsnyder, a soldier

On this day, the second of September 1662, Jan Gerritsz van Marcken,[1] at the request of Adam Dingeman, sailing on the sloop of Thomas Lodewycxsz, declared it to be true that he, by order of the director general, now lately here, paid a half month's wages to

[1] Jan Gerritsen van Marcken was the farmer of the excise at Beverwyck.

each of four soldiers, among others to the soldier named Anthony de Beeltsnyer,[1] it being well known to the deponent that the Beeltsnyer before had no money with him, [260] and that on Monday morning, when the honorable general was about to depart, he, Beeltsnyder, being at the house of the widow Maria Dyckmans, and being quite drunk, was fetched by Officer Resolve[2] to leave with the honorable general, which he at first was unwilling to do, but finally, wishing to pay his bill, he, this deponent, saw said Beeltsnyder pull out of his pocket a bunch of black and white seawan, mixed and mostly ends, in which the deponent judged there must have been 30 or 40 guilders, and said to him, "How did you come by so much money? we do not hear of your robbery," for the deponent plainly saw that it was not part of the seawan which he had delivered to the soldiers; but he kept silent.

The said officer and the servant Evert Noldingh[3] were also surprised to see him have so much money as he, Evert Noldingh, likewise declares.[4] Being ready, each as far as his own statement is concerned, to confirm the foregoing on oath if need be and required, the deponent and Evert Noldingh have in witness of the truth subscribed these in the village of Beverwyck in N: Netherland, on the date above written, in presence of the undersigned witnesses.

J. G. van Marcken
Everdt Nolden

Testis: *Jacob Kip*
J: Provoost, witness

In my presence
D. V. Schelluyne, *Not. Pub.*
1662

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[1] Literally: the image carver, or sculptor. Beeldsnijder is the name of a well-known family in Holland at the present time.

[2] Resolved Waldron, deputy sheriff.

[3] *De knecht Evert Noldingh;* apparently implying that Noldingh, or Nolden, was the officer's helper, though it may mean that he was a waiter in the tavern of Maria Dyckmans. Cf. pages [210] and [244], where Evert Nolden signs as a witness with or for Gerard Swart, the sheriff of Rensselaerswyck. Evert Nolden was the first schoolmaster of Rensselaerswyck. At the time of the deposition, he had apparently sunk into a position not unsimilar to that of Adam Roelantsen, the first schoolmaster of New Amsterdam, whom the schout-fiscal Hendrick van Dyck had attached to himself as a servant. See J. H. Innes, *New Amsterdam and Its People*, p. 65.

[4] The last six words are substituted for "Furthermore, the deponent declares that he well knows that said Beeltsnyder and other soldiers last Sunday, till deep into the night, sat drinking in the tavern of Jan de Wever, but he does not know where said Beeltsnyder got money, or from whom he may have received it."

Power of attorney from Anthony Jansen to Hans Steyn

[261] On this day, the second of September 1662, Anthony Jansz,[1] court messenger of the colony of Rensselaerswyck, declared that by these presents he constituted and appointed Hans Steyn,[2] dwelling at Amsterdam in New Netherland, his special attorney to demand, collect and receive of the wife of Barent Cruytdorp a certain sum of one hundred guilders of seawan, which she received last year in part from Hans Steyn's wife and partly from him, Anthony Jansz, all on his account and for the behoof of Styntie Laurens, but not paid over to said Styntie Laurens; therefore, said sum of one hundred guilders, with costs, damages and interest on the same if need be to collect by means of judicial proceedings; to which end all terms of the courts to observe unto judgment and extreme execution thereof; also to proceed by attachment against the person or property for obtaining payment; acquittance for receipts to execute and furthermore all things to do, transact and perform, which may be needful; promising at all times to hold valid whatever may be done and performed in the premises by the attorney, without any contradiction; provided the attorney be holden a proper return to make of his said transactions and receipts when required. Done in the colony of Rensselaerswyck, dated as above, in presence of the undersigned witnesses.

ANTHONY JANSZ

As witnesses { *Cornelis van Nes*
Jan Scheckel

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1662

Bond from Leendert Philipsen to Jan Coster van Aecken

[262] On this day, the 5th of September 1662, Leendert Phillipssz acknowledged that he was well and truly indebted to Jan Coster van Aecken in the sum of thirty-eight good, whole beaver skins at eight guilders apiece, for merchandise to his content received; which said thirty-eight whole, good beaver skins he, Leendert Phillipssz, promises to pay to said Jan van Aecken,

[1] Anthony Jansen Westbroeck.

[2] His name is generally given as Hans Steen, *Steen* being the Dutch equivalent of the German word *Stein*. He was at New Amsterdam as early as 1639 and at that time a corporal in the service of the Dutch West India Company.

or his order, or lawful bearer hereof, in or before the month of July A°. 1663, punctually and without further delay, whatever in the meantime may be paid being accounted a payment on and a reduction of the same; therefore binding his person and property, nothing excepted, subject to all courts and judges. Done in the village of Beverwyck, dated as above.

LEENDERT PHYLYES

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1662

Deposition of Jan Barentsen Dulleman respecting an order of Pierre Billau delivered to the Walloon at the Esopus

[263] On this day, the 7th of September 1662, Jan Barentsz Dulleman declares at the request of Jan Gerritsz van Marcken that now about a year ago Pierre Billau delivered to him at the Manhathans an order in the French language to receive thereon from the *Wael,*[1] who dwells in the Esopus, 33 skipples of wheat, the value of which he was to pay in seawan to the requirer [J. G. van Marcken] if he received the wheat; but declares that he has not received any of the wheat and has left said French order with the said *Wael;* and is ready if need be to confirm the same by oath when required.

Done in Beverwyck in N: Netherland, dated as above, in presence of the undersigned witnesses.

JAN BARENTSEN DULLEMAN

As witnesses { *A: Appel*
Henderick van de Water

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1662

Power of attorney from Jan Gerritsen van Marcken to Jacob Kip

On the above date, Jan Gerritsz van Marcken declared that he constituted and appointed by these presents Mr Jacob Kip his special attorney to demand of his brother-in-law Fredrick Gysbertssz van den Berch a certain obligation for the sum of three

[1] Literally: "the Walloon"; referring perhaps to Evert de Waelsman, mentioned under date of 1661 in *Dutch Records of Kingston,* revised translation by Samuel Oppenheim, p. 5. Cf. also reference to Claes Mulle, *alias* Claes de Wael, on page [56] of this volume.

hundred and ninety-five guilders and ten stivers to be paid in good seawan (with interest on the same), executed by Pierre Bailliu[1] in favor of him, the subscriber, and held by his said [264] brother-in-law; and in case (contrary to expectation) said obligation be lost or can not be found (as the subscriber is informed), then the attorney is to force him, Fredrick Gysbertsz, by legal proceedings to clear himself thereof under oath, and the oath being taken, nevertheless to demand, collect and receive payment of the said Pierre Billau; acquittance for receipts to execute and to release him from all demands and furthermore all things to do, perform and transact, by or without resorting to law, which may be needful and to him seem advisable, [the subscriber] promising at all times to hold valid whatever shall be done and performed in the aforesaid matter by said attorney, without any contradiction; provided the attorney be holden a proper return to make of his said transactions and receipts when required. Done in Beverwyck, dated as above, in presence of the undersigned witnesses.

J. G. v. Marcken

As witnesses { *A: Appel*
Henderick Vande Water

In my presence,

D. V. Schelluyne, *Not. Pub.*

1662

Contract of Jeremias van Rensselaer to deliver to Juriaen Teunissen 300 skipples of winter wheat

[265] On this day, the 7th of September 1662, the Honorable Director Jeremias van Rensselaer and Jurriaen Theunissz, master glazier, have contracted with each other that said Mr Rensselaer shall deliver to him, Jurriaen Theunissz, in or before the month of May 1663, the quantity of three hundred skipples of good winter wheat, for which he, Jurriaen Theunissz, promises to pay to said Mr Rensselaer, or to his order, the quantity of one hundred good, whole beaver skins at eight guilders each, in or before the month of July 1663, punctually and without longer delay. For the faithful performance of these the parties hereto mutually bind their respective persons and properties, nothing excepted, subject to

[1] The same as Pierre Billau, or Billou; see below. With other recently arrived immigrants he petitioned August 22, 1661, for land on Staten island; see *New York Colonial Mss*, 9:735.

all courts and judges. Done in the colony of Rensselaerswyck, dated as above, in the presence of the undersigned witnesses.

JEREMIAS VAN RENSSELAER
JURE JAN TUNSEN

As witnesses { *G: Swartt*
Philip Pietersz Schuyler

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1662

Indenture of service of Hendrick Arentsen as farm hand to Jan Barentsen Wemp and Marten Mauritsen

[266] On this day, the 16th of September 1662, Jan Barentsz Wemp and Marten Mouwerensz[1] have hired and Henderick Arentse *de suyckerbacker* (the confectioner) has bound himself to serve them in cultivating, plowing, sowing, mowing, threshing, winnowing, cutting wood, and whatever else pertains thereto; and likewise to perform all further service possible that may be asked of him on their farm lying at Schenectede, to him, Hendrick, known, for the time of one year beginning from the date hereof; for which service they, Jan Barentsz Wemp and Marten Mouwerensz, promise to pay the sum of three hundred guilders in beavers at eight guilders each, or in grain or other wares at beaver's value, to be paid here in the *Fuyck*[2] to said Hendrick Arentsz, or his order; and he, Jan Barentsz, is bound for the full payment of said stipulated hire as his own debt. [267] All in good faith; dated as above, in the colony of Rensselaerswyck.

This mark I B W was made by JAN BARENTSZ WEMP
This mark M M was made by MARTEN MOUWERENSZ
HENDERCK ARENST

[1] Marten Mauritsen van Slyck, who seems to have died soon after the date of this contract. He and Jan Barentsen Wemp owned the large island lying west of the city of Schenectady, which was at first called Marten's island and afterwards Van Slyck's island. See *History of the Schenectady Patent*, p. 77.

[2] The same as Beverwyck.

Lease of lots 1 and 5 in the Esopus from Philip Pietersen Schuyler to Barent Harmensen

[268] On this day, the 26th of September 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Phillip Pietersz Schuyler, of the first part, and Barent Harmensz,[1] husbandman, of the second part, acknowledging the said Schuyler that he had let and he, Barent Harmensz, that he had hired of him certain, the lessor's, lands, no. 1 and no. 5, lying on both sides of the kill in the Esopus, among the allotments made for the projected village, to the lessee known; in manner following:

The lessee from this time forth shall have possession of the land and betake himself thither, the sooner the better, having the use of the same till the 7th day of September 1663, without paying any rent therefor.

The lessor promises to deliver to the lessee next spring as many skipples of oats as he can properly sow upon said land, or so much less as according to circumstances the lessee in his opinion shall have need of; provided that the lessee be holden at the end of the lease to deliver again a like quantity of oats to the lessor. The lessor shall also deliver free to the lessee on the shore at the Esopus a hundred boards for the building of a proper dwelling house, which dwelling house and barn, rick, and fences about the land to be made for his accommodation, at the end of the lease, shall belong to the [269] lessor subject to appraisal thereof by impartial persons; also a bridge which must be built over the aforesaid kill, the value whereof in accordance with such appraisal shall be made good to the lessee; but the said hundred boards the lessee shall be holden to pay for at the end of the lease.

The lessor promises to deliver to the lessee in the Esopus, next autumn four milch cows and next spring three mares and a gelding or stallion, the cost of transportation of which shall be at the charge of the lessee; together with four sows, on condition of delivering every year for three years a barrow pig; which said cattle (save the stipulation about the pig) the lessee shall keep during the lease for half of the increase according to the custom of this country, and the increase of the cows shall begin from this time.

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[1] Barent Harmensen's wife and child were taken prisoners by the Indians at Esopus on June 7, 1663. Thereafter, he seems to have moved to New York. See *Doc. Rel. to Col. Hist. N. Y.*, 13:246; and N. Y. Geneal. and Biogr. Soc. *Collections*, 2:80.

The lessor shall likewise deliver to the lessee the following farm implements, to wit: a plow and a wagon with their appurtenances, which the lessee shall be holden to deliver over again at the end of the lease in good condition.

The lessee shall have the use and hire of the said land, horses and cattle for the time of the four following years, commencing on the 1st day of September 1663, and the lessee promises to pay during the said lease every year the sum of four hundred and fifty guilders in beavers at eight guilders each, or grain at [270] the market price of beavers, or else in seawan at sixteen guilders the beaver, punctually each year, without any one year being suffered to run into the next unpaid.

At the end of the lease the lessee shall have the refusal and preference in case of a longer lease, provided he pay as much as others are willing to do.

All taxes and charges which may be levied by the village during this lease, as well as work done on forts or strongholds, shall be at the charge and expense of the lessee.

Finally it is stipulated that at the end of the lease the horses shall be at the service of the lessor to put the land in seed, provided that not only during that time but also during the following winter to April the lessee shall feed said horses, cattle and hogs out of the straw and consequently so long shall have the use of the house, barn and rick, the said horses and other animals being during the plowing time of the lessor at the latter's charge and risk and furthermore according to the above conditions upon half the increase till the time when the division is made.

For the faithful performance of these the parties hereto mutually bind their respective persons and properties, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Folckert Janssz and Lambert van Neck, as witnesses hereto called.

Philip Pietersz Schuyler
This mark + was made by Barent Harmensz, aforenamed

Volckart Jansz
Lambert Albertsz[1]

[1] Lambert Albertsen van Neck seems to have moved to New York in 1665 or 1666, although he had a house in Albany as late as 1672.

Power of attorney from Symon Symonsen Groot to Johannes Withart to sell his house and lot in Beverwyck

[271] On this last day of September 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Symon Symonsz Groote, dwelling in the village of Beverwyck, proposing to transfer his residence to the Esopus, and declared that he hereby constituted and appointed Mr Johannes Withart his special attorney to sell for the principal's best advantage, whether by private or public sale, his house and lot just as built, fenced and impaled, standing and lying in said village of Beverwyck, bounded south by Jan Hendricxsz, north by Jan Gou, east and west by the highway, free and unincumbered, without any charge thereon or issuing out of the same, saving the lord's right, according to patent thereof; therefore, to vest the same in the buyer and the seller to divest and dispossess thereof; the stipulated purchase money to receive and acquittance therefor to give; said money or the payments arising therefrom to keep in payment of the sum of six hundred and seventy-four guilders in beavers which he owes to this attorney according to obligation therefor dated the 17th [272] of October 1656, deducting one hundred and seventy-six guilders paid thereon; transferring and making over therefore to said Withart, or his order, the aforesaid stipulated purchase money to do therewith as with his own property; with this reservation, however, that in case said house and lot happen to fetch more than the aforesaid debt amounts to, then the attorney shall turn over the surplus to the principal and in case it fetches less the principal promises honorably to pay the deficiency to him, Withart, at the very first opportunity; and furthermore the attorney shall do, perform and transact all things needful and which he may think proper, [the principal] promising to hold valid whatever shall be done and performed in the matter aforesaid by the attorney, without any contradiction, provided that the attorney shall be holden a proper return to make of his said transactions and receipts when required. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Evert Wendel and Jan Jansz Bleecker, as witnesses hereto called.

Symon Symensen Groot

Euert Jansz Wendel
Jan Jansz Blycker, as witness

D. V. Schelluyne, *Not. Pub.*
1662

Assignment from Fop Barentsen to Marten Hoffman of money due to him from the director general and council of New Netherland

[273] On this day, the 5th of October 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Fob Barentsz,[1] master carpenter, dwelling in the village of Beverwyck, and declared that by these presents he granted, transferred and made over in absolute and full ownership to and for the behoof of Marten Hoffman,[2] sadler, a certain sum of forty-one and a half skipples of wheat, or the value thereof, and eighty-nine guilders in good seawan, to be received of the honorable the director general and council of N: Netherland, or of their order, or officers, honestly due to him, the subscriber, by settlement of accounts for wages earned in building a house in the Esopus for the minister there, according to the vouchers thereof delivered to said Marten Hoffman; therefore giving full power to said Marten Hoffman to demand, collect and receive said payment as his own property, also acknowledging that he is fully paid and satisfied therefor by the hands of said Marten Hoffman, the last penny with the first, he having attended the subscriber in curing a wound received in said work; promising therefore nevermore to do nor [274] cause any thing to be done contrary hereto, either with or without resorting to law in any manner, binding thereto his person and property, nothing excepted, subject to all courts and judges. Thus done and executed in the village of Beverwyck in New Netherland, in presence of Gerrit Claesz van Nieukerck and Paulus Martensz van Rynsburch,[3] as witnesses hereto called.

FOP BARENS

This mark + was made by *Gerrit Claessz van Nieukerck*, aforenamed

Pulis Marten

D. V. SCHELLUYNE, *Not. Pub.*

1662

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[1] Fop Barentsen seems to have been a resident of Wildwyck in 1661 and again in 1664. In the *Dutch Records of Kingston*, p. 63, he is spoken of as having built the parsonage of Domine Blom.

[2] According to *Early Records of Albany*, 1:209, Marten Hoffman occupied a house in Beverwyck in 1662, but contrary to Professor Pearson's footnote, stating that he was still living in Albany in 1678, he seems to have moved to New Amsterdam in 1663, where he married Lysbeth Hermans from Oetmarsen (Ootmarssum) in Overyssel. After her death, in 1664, he married Ermerentje de With, from Esens in Embderlant, who was probably a sister of Tjerck Claessen de With, or de Witt. In the first marriage record Marten Hoffman is given as from Revel, a fortified town on the south side of the gulf of Finland.

[3] His signature is the same as that of Paulus Martensen van Benthuysen, in *Deeds*, 2:616.

Power of attorney from Fop Barentsen to Marten Hoffman

On this day, the 5th of October 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Fop Barentsz, master carpenter, and declared that by these presents he constituted and appointed Marten Hoffman, sadler, his special attorney to demand, collect and receive of diverse persons, his debtors, dwelling in the Esopus, payment of certain grain and other wares as are due him from the same, according to the amounts placed in the hands of this attorney; therefore acquittance for receipts to [275] give, and in case of refusal such to compel to pay by legal proceedings and rigor of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; and furthermore all things to do, transact and perform which may be needful and which may seem to him proper, [the principal] promising at all times to hold valid whatever may be done and performed, in the matter aforesaid, by the attorney, without any contradiction; provided that the attorney be holden a proper return to make of his said transactions and receipts when required.

Thus done and executed in Beverwyck in N: Netherland, in presence of Arien Appel and Gerrit Claesz van Nieukerck, as witnesses hereto called.

Fop Barens

This mark + was made by *Gerrit Claesz van Nieukerck,* aforenamed

A: Appel

D. V. Schelluyne, *Not. Pub.* *1662*

Lease of lot no. 3 at Esopus from Goossen Gerritsen to Pieter Helbrantsen

[276] On this day, the 21st of October 1662, Goossen Gerritssz acknowledged that he had let and Pieter Helbrantsz,[1] husbandman in the Esopus, that he had hired of him the lessor's allotment of land, being no. 3, lying in the newly laid out village in the Esopus, to the lessee known, for the term of the six following years beginning on the first of November next, on the following conditions:

The lessee shall be holden, on the lot of the lessor where the village is to be, to build at his own expense and convenience a proper dwelling house and barn, which with the other structures at the option of the lessor shall be taken over by said lessor at

[1] The same as Hillebrantsen.

the end of the lease at a valuation thereof by impartial persons to be called in for that purpose.

The lessee is holden to deliver back the land at the end of the lease with as many morgens sown as he now receives.

The lessor promises to deliver to the lessee between now and next month of May 1663, a stallion and four mares, together with eight milch cows, the increase of which shall be divided and received half and half at the end of the lease, when the number of said cattle which are now to be delivered must first be returned to the lessor; the lessee to keep said cattle till May A°. 1669. Furthermore the lessor shall deliver to the lessee a wagon and a plow with their appurtenances and the harness for four horses, which at the end of the lease he shall deliver again in good condition.

For the hire and use of said lot of land, the lessee promises to pay, the first year two hundred guilders in good grain at current beaver's price and a good fat hog, and every following year five hundred guilders to be paid as above, punctually and without letting one year run into the next unpaid. For the full performance [277] of these, the parties hereto mutually bind their persons and properties, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck in New Netherland, dated as above.

Goosen Gerretsen
This mark P H was made by Pieter Helbrantsz, aforenamed

D. V. Schelluyne, *Not. Pub.*
1662

Power of attorney from Margarita van Hardenbroeck to Gerard Swart

On this day, the 27th of October 1662, Margarita van Hardenbroeck,[1] widow of the late Mr Pieter Rudolphus, dwelling at Amsterdam in New Netherland, declared that by these presents she constituted and empowered Mr Gerard Swart, sheriff of the colony of Rensselaerswyck, as her special attorney to demand, collect and receive of sundry persons, her debtors, the payment

[1] This power of attorney was given the day before the registration at New Amsterdam of the bans of marriage of Margariet Hardenbroeck and Frederick Phillipsen, from Bolsward, in Friesland, the later lord of the manor of Phillipsburgh in Westchester county. Margarita Hardenbroeck's first husband was Pieter Rudolphus de Vries, by whom she had a daughter Maria, on whom the Orphan Masters of New Amsterdam ordered her to settle her father's estate. See *Minutes of the Orphan Masters of New Amsterdam*, 1655–63, ed. by Berthold Fernow, p. 202–3, 222–23, 225, 226, 227.

of certain sums due to her from them according to the proofs thereof placed in the attorney's hands; therefore acquittance to give for the receipts; the unwilling to compel to pay by means of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; and furthermore all things to do, transact and perform which may be needful and seem to him proper; [the principal] promising at all times to hold valid whatever in the matter aforesaid shall be done and performed by said attorney, without any contradiction; provided the attorney be holden a proper return to make of his said transactions and receipts when required. Done in Beverwyck, dated as above.

MARGRITA HARDENBROCK

Contract of sale of a house and lot in Beverwyck from Pieter Claerboudt to Rut Arentsen

[278] On this day, the 2d of November 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Pieter Claerbout, of the first part, and Ruth Arentsz, master shoemaker, of the second part, acknowledging the said Mr Pieter Claerbout that he had sold and he, Ruth Arentsz, that he had bought of him a certain, the seller's, house and lot with all that is thereon fast by earth and nail, and moreover with such servient and dominant estates and rights as the seller received in the same from Folckert Janssz, Jan Thomasz and Gerrit Banckert, according to the proofs thereof which on the day of delivery shall be turned over to the buyer; just as said house and lot are built, fenced and impaled, standing and lying in the village of Beverwyck, bounded west by the seller, on the east by Jan van Aecken; the lot extending to the middle or cross-fence, known to the buyer. Said house and lot are sold and shall be delivered to the buyer with this servitude, namely, of a common wall and gutter on the west side which must be maintained by both the buyer and the seller; otherwise free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for which said house and lot said Ruth Arentsz, the [279] buyer, promises to pay to the seller the quantity of seventy-two good whole merchantable beaver skins at eight guilders each, in the month of July 1663, punctually and without longer delay; and the buyer shall enter and take possession of said house and lot on the first of the month of December next, and the seller remains holden on the payment of said beavers in July A°. 1663 aforesaid

to give a lawful conveyance[1] of said house and lot to the buyer. For the fulfilment and performance of these the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Mr Adriaen Gerritsz van Papendorp and Stoffel Janssz Abeel, as witnesses hereto called.

PIETTER CLAERBOUDT
RUT ARENTZEN[2]

Adriaen Gerretsen, as witness
Stoffel Jansz Abeel

D. V. SCHELLUYNE, *Not. Pub.*
1662

Deposition by Jan Cornelissen Vyselaer respecting an agreement between Jacob Teunissen and Elbert Gerbertsen about the use of a horse

[280] Jan Cornelssz Vyselaer declares at the request of Jacob Theunisz[3] that last spring, being at the house of Anthony Jansz, he agreed with Elbert Gerbertsz[4] that he should use the requirer's [Jacob Theunisz'] stallion from that time until this present autumn, on condition that if the horse in the meantime should happen to die of sickness or other accident, it should be at the charge and risk of the requirer, but if it died through manifest carelessness, it should be at the charge of said Elbert Gerbertsz, and further that the requirer should receive nothing for the use of said horse during said time. He is ready to confirm what is above written, if need be by, his oath when required. Done in Beverwyck in N: Netherland, this 6th of November 1662.

This mark X was made by JAN CORNELISZ VYSELAER, aforenamed

Power of attorney from Jacob Teunissen to Andries de Vos to obtain compensation from Elbert Gerbertsen for the loss of a stallion

Jacob Theunisz hereby constitutes and empowers Andries de Vos as his special attorney either amicably or by means of judicial

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[1] For this conveyance, dated December 17, 1664, see *Early Records of Albany,* 1:66.

[2] *Early Records of Albany,* 1:66, Professor Pearson states that Rut Arentsen was in New Amsterdam perhaps in 1643–44, thereby referring to Rut Arentsen van Seyl who in 1643 received a patent for a lot at New Amsterdam which he sold on October 17, 1644, to Arent Reyniersen. This Rut Arentsen van Seyl, however, makes his mark and is apparently not the same person as the shoemaker referred to above.

[3] Jacob Teunissen Quick; see next document.

[4] Elbert Gerbertsen Cruiff.

proceedings to obtain settlement of the claim which he has against Elbert Gerbertsz respecting and in the matter of a stallion which he had in use and which died through evident neglect; therefore, if need be, to proceed with the utmost rigor to judgment and execution thereof inclusive; likewise to compound and agree with him about it, promising at all times to hold valid whatever shall be done and performed in the matter aforesaid by the attorney. Done in Beverwyck, the 6th of November 1662.

This mark X was made by JACOB THEUNISZ,[1] aforesaid

Contract of sale of a half interest in a horse mill from Arent van Curler to Willem Bout

[281] On this day, the 18th of November 1662, Mr Arent van Curlar and Willem Bout acknowledge that on the date hereof they have adjusted and settled accounts concerning the building of a horse mill and its appurtenances standing in the village of Beverwyck and what each side has contributed thereto and they therefore declare that they have no further claim one against the other and release each other of all demands, so that each has a just half interest in the mill; furthermore, Willem Bout acknowledges that he has now bought and he, Mr Curlar, that he has sold to him his said just half of said horse mill; for which he, Willem Bout, promises to pay the sum of nine hundred guilders in good, whole beavers at eight guilders apiece, or else in wares at beaver's value, in three instalments, to wit: three hundred guilders in July 1663; in June 1664 a like three hundred guilders; and the remaining three hundred guilders in June 1665, every time punctually. For the performance and fulfilment of these the buyer binds his person and estate, nothing excepted, subject to the authority of all courts and judges. All in good faith. Done in Beverwyck, dated as above.

A: VAN CURLER
This mark X was made by WILLEM BOUT, aforenamed

As witnesses { *J. Dehinsse*
Pieter Meesz Vrooman

D. V. SCHELLUYNE, *Not. Pub.*
1662

[1] His mark is the same as that of Jacob Theunisz Quick on page [191].

Contract between Willem Bout and Jeremias van Rensselaer for the sale of a horse mill, lot and garden in Beverwyck in exchange for a house and appurtenances in the Greyne Bos

[282] On this day, the 18th of November 1662, Willem Bout acknowledged that he had sold and the Honorable Director Jeremias van Rensselaer that he has bought of him a certain, the seller's, mill house and horse mill with the stones and the lot consisting of a free alley and garden as shown to the buyer, with all that is fast thereon by earth and nail and furthermore with such servient and dominant estates and rights as the seller has hitherto possessed in the same; just as said mill house, mill, lot and garden are standing and lying in the village of Beverwyck, bounded north by Jacques Tyssz and on the south by Theuniss Cornelisz *alias* Jonge Poentie; which said mill house, mill, lot and garden are now sold and delivered and made over to the buyer free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's rights, and a conveyance therefor shall be executed before the court. For the purchase and delivery of what is above mentioned the buyer hereby transfers to the seller the ownership of the house and outbuildings in the *Greyne Bos*[1] in the colony of Rensselaerswyck, as the seller has hitherto possessed and occupied the same on a lease; the ground to remain to the behoof of the honorable patroon of said colony, but the seller to have the use of the same just as other free colonists and according to the customs of the colony. Moreover the buyer shall deliver to the seller at the first opportunity a good workhorse and a heifer in her second year; the parties hereto mutually promising nevermore to do or suffer to be done anything contrary hereto either in or out of court in any [283] manner whatsoever, all honestly and in good faith, done in Beverwyck, dated as above.

This mark X was made by Willem Bout, aforenamed
Jeremias van Rensselaer

As witnesses { *A: van Curler*
Pieter Meesz Vrooman

D. V. Schelluyne, *Not. Pub.*
1662

The foregoing contract is changed by the contracting parties in this way, namely:

Mr Rensselaer shall retain a free driveway to go to the mill and to the garden, wide ten feet Rhineland measure, the other condi-

[1] Literally: pine woods; afterwards corrupted to Greenbush.

tions remaining intact, but Willem Bout or his successors may not [pile] firewood or hay, nor build nearer to the mill house than one Rhineland rod; and inasmuch as Willem Bout complains that he has sold too cheap, Mr Rensselaer promises, over and above what is mentioned in the above contract, to pay on his account to Mr Arent van Curler the sum of eight hundred guilders in beavers according to the contract which Willem Bout made with Mr Curler on the 18th day of this month. All in good faith, done in Rensselaerswyck on the 23d day of November 1662.

Jeremias van Rensselaer
This mark X was made by Willem Bout, aforenamed

Philip Pietersz
A: van Curler

Lease of a garden in the colony of Rensselaerswyck from Gerard Swart to Lucas Eldertsen

[284] On this day, the 8th of December 1662, Mr Gerardt Swart, sheriff of the colony of Rensselaerswyck, acknowledged that he had let and Lucas Eldertsz[1] that he had hired of him a certain the lessor's, garden lying in said colony, as the same is fenced off and has been used by the lessee since the first of March last, for the time of the four following years to be reckoned from the first of March aforesaid; for the hire and use of said garden the lessee promises to pay the sum of one hundred and thirty-five guilders in good seawan, in three instalments, namely: A°. 1663 a just third part; A°. 1664 the second; and A°. 1665 the last instalment, every time punctually; the lessee to remain holden to maintain and also to deliver over the garden again at the end of the lease with the fence tight and in good repair. Besides the lessor shall have the privilege of planting some fruit trees in the garden for his benefit where it may please him to put them, and the lessee shall remain holden at the end of the lease to furnish at his expense a proper picket fence on the south side, so far as the garden extends in length, provided that the adjoining owner bear half the expense. For the performance and fulfilment of these the parties hereto

[1] He is probably the same person as Lucas Eldertsen from Jeveren (Jever, in Oldenburg), who in 1649 resided on the South or Delaware river and afterwards at New Amsterdam. In 1666, Annetje Jans, the widow of Lucas Eldertsen, married at New Amsterdam Laurens Jansen from Wormer, in the province of North Holland. See *Doc. Rel. to Col. Hist. N. Y.* 12:53–54; *Records of New Amsterdam* and marriage and baptismal records of the Reformed Dutch Church of New York.

mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

G: Swartt
Luyckas Eldersen
In my presence,
D. V. Schelluyne, *Secretary*
1662

Bond of Anthony Jansen to Philip Pietersen Schuyler

[285] On this day, the 19th of December 1662, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Anthony Janssz, court messenger of the colony of Rensselaerswyck, and acknowledged that he was well and truly indebted to Mr Phillip Pietersz Schuyler in the sum of nineteen hundred and eighty guilders in good strung seawan, growing out of the matter of brandy delivered and by him received to his content; which said sum of l. 1980 he, the subscriber, promises to pay in the month of April A°. 1663, punctually; therefor binding his person and estate, nothing excepted, subject to all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Gerrit Visbeeck and Cornelis Bogardus, as witnesses hereto called.

Anthony Jansz

Gerret Visbeeck
Cornelis Bogardus

D. V. Schelluyne, *Not. Pub.*
1662

Contract of service of Claes Cornelissen Switz as head farmer on Willem Teller's farm at Schenectady

[291][1] On this day, the 13th of January 1663, Mr Willem Tailler has engaged and Claes Cornelisz,[2] head farmer,[3] has bound himself faithfully to serve him, Tailler, on his farm lying at

[1] Pages 286 and 289–90 are blank and 287–88 contain a table of contents of the preceding part of the volume. The present page was originally numbered 1 and marks the beginning of part 3 of the volume.

[2] Claes Cornelissen Swits, the eldest son of Cornelis Claessen Swits, of New Amsterdam, who lost his life in the Indian onslaught of September 15, 1655. Claes Cornelissen Swits was killed accidentally by Philip Hendricksen Brouwer in September 1663. See *Minutes of the Orphan Masters of New Amsterdam*, p. 5; and *History of the Schenectady Patent*, p. 147–48.

[3] *bouwknecht;* meaning the principal farm hand or foreman of the farm laborers, or else a man in charge of the planting, in contradistinction to a dairy hand.

Schenechtede, to him, Claes Cornelissz, known; namely, to have proper supervision on said farm and to take good care of the plowing, sowing, mowing, threshing, winnowing and whatever else belongs thereto, in which work he promises to do his utmost duty and effort. Said service shall continue for the term of one year, commencing on the date hereof, in consideration of which service Willem Tailler promises to pay (besides proper food and drink) the quantity of thirty-six good, whole beaver skins reckoned at eight guilders each. For the performance and fulfilment of this contract, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in Beverwyck, dated as above.

WILLEM TE[LLER]
This mark X was made by CLAES CORNELISZ, aforesaid

As witnesses { *G: Swartt*
Harmen Vedderen

D. V. SCHELLUYNE, *Not. Pub.*
1663

Indenture of Cornelis van Schelluyne as clerk in Jan Cornelissen van der Heyden's store

[292] On this day, the 13th of January 1663, Mr Jan Cornelisz van der Heyden has engaged Cornelis van Schelluyne (with consent of his father), who has bound himself faithfully to serve him, Van der Heyden, in merchandising, keeping books and whatever appertains thereto, which service shall continue till the first day of September next; for which service he, Van der Heyden, promises to pay (besides reasonable board and lodging) a suit of clothes and what belongs thereto, together with a present at the discretion of Van der Heyden.

For the performance and satisfaction of this contract the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in Beverwyck, dated as above.

JAN CORNELISZ VAN DER HEYDEN
CORNELIS VAN SCHELLUYNE

Testis: *Cornelis Cornelisz Viele*

D. V. SCHELLUYNE
1663

Contract of sale of a lot in Beverwyck from Jochem Ketlehem to Barent Meyndertsen

[293] On this day, the 17th of January 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jochem Ketlehem,[1] of the first part, and Barnet Myndertsz, master shoemaker, of the second part, acknowledging the said Ketlehem that he had sold and he, Barnet Myndertsz, that he had bought of him a certain, the seller's lot, in breadth along the highway 29 Rhineland feet, in the rear the same, and in length to the lot of Arnout Cornelisz, as said lot now lies over against the house and lot of Jillis Pietersz in the village of Beverwyck, to the buyer known; and that free and unincumbered without any charges thereon or issuing out of the same, saving the lord's right; for which said lot the buyer promises to pay the quantity of twenty-one good, whole beaver skins reckoned at eight guilders apiece, namely, in the month of July next eleven beavers, and in July 1664 ten beavers, besides at the first opportunity a pair of woman's shoes and a pair of child's shoes, likewise a pair of good boots on payment of the first instalment; the buyer shall enter upon the lot from this date, and the same shall be transferred to him by a lawful conveyance, in virtue of the patent thereof, on the payment of [294] the last instalment. For the performance and satisfaction of this contract, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Adriaen van Ilpendam and Jacob Gerritsz van Laer, as witnesses hereto called.

This mark W was made by JOCHEM KETLEHEM, aforenamed
BARENT MEYNDERSZ

Adriaen van Ilpendam, witness
Jacob Gerretsz van Laer

D. V. SCHELLUYNE, *Not. Pub.*
1663

Contract of sale of a house in Beverwyck from Hans Carel to Barent Meyndertsen

On this day, the 18th of January 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed

[1] His name is generally written Kettelheym, or Kettelhuyn. See *Van Rensselaer Bowier Mss,* p. 827.

witnesses, Hans Carelsz, of the first part, and Barent Myndertsz, of the second part; the aforenamed Hans Carelsz acknowledged that he had sold and he, Barent Myndertsz, that he had bought of him a certain, the seller's, house with what is thereto and therein fast by earth and nail, standing and lying in the village of Beverwyck, to the buyer known, the lot remaining in the ownership [295] of the seller; which said building, as well the cellar as the house, the buyer on the first of March next shall have the right to pull down and move to whatever place is convenient to him; for which said building or house the said Barent Myndertsz, the buyer, promises to pay in the month of June next fifteen good, whole beaver skins, reckoned at eight guilders apiece, and a pair of woman's shoes; also in the month of June A°. 1664 six like beaver skins, every time punctually. For the performance and satisfaction of what is hereinbefore written, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Henderick Cuyler and Jacob de Truy, as witnesses hereto called.

Hans Carel
Barent Meyndersz

Hendrick Coyler
Jacob du Trux [1]

Bond of Teunis Dircksen van Vechten to Aert Jacobsen van Achtienhoven

[296] On this day, the 24th of January 1663, Theunis Dircxsz van Vechten acknowledges that he is well and truly indebted to Aert Jacobsz van Achtienhoven[2] in the sum of seventy-seven guilders in beavers, growing out of the matter of the balance of purchase money for a house, fences and outbuildings upon the land called Groenendal, lying (at the south end where the descent is toward the island of Paepskene), in the *Greyne bos* in the colony of Rensselaerswyck, which said sum he, Theunis Dircxsz van Vechten, hereby promises to pay in the month of June next in good, merchantable beavers at eight guilders each; for which he binds his person and estate, nothing excepted, subject to the authority of all

[1] The same as du Trieux, now spelled Truax.
[2] Aert Jacobsen moved to the Esopus in 1661. Achtienhoven is a village in the province of Utrecht.

courts and judges. Done in the colony of Rensselaerswyck, dated as above.

This mark + was made by THEUNIS
DIRCXSZ VAN VECHTEN, aforenamed
In my presence,
D. V. SCHELLUYNE, *Secretary*
1663

Will of Anneke Jans Bogardus

[1] In the name of the Lord, Amen. Know all men [by these presents] that this day, the 29th of January 1663, about four o'clock in the afternoon, personally came and appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, the worthy Anneke Jan's daughter, first, widow of Roeloff Jansz van Masterlant,[2] and now lastly of the minister Domine Everhardus Bogardus, dwelling within the village of Beverwyck, well known to us, the notary and witnesses, she, the testatrix, [297] lying sick in bed, but being in full possession of her faculties, reason, memory and understanding, as it outwardly appeared to us, which said testatrix, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof, and therefore wishing to anticipate the same by proper disposition of her temporal estate, declared that deliberately, without inducement, persuasion, or deception on the part of anyone, she had made, ordained and concluded this her present last-will and testament as follows: First of all, commending her immortal soul to the gracious and merciful hands of God, her Creator and Redeemer, and her body to a Christian burial, and hereby revoking, canceling and rendering null and void all and every testamentary disposition which she may heretofore have made and executed and now disposing anew, she, the testatrix, declared that she appointed and instituted hereby as her sole and universal heirs her children, namely: Sara Roeloffsz, wife of Mr[3] Hans Kierstede, Catrina Roeloffsz, wife of Johannes van Brugh, together with Jannetie and Rachel Hartgers, children of her daughter Sytge Roeloffs, deceased, late wife of Pieter Hartgers (jointly by representation in their mother's place),

[1] The pages which should have contained the translation of the above will were missing from Professor Pearson's manuscript. The present translation is revised from that printed in Munsell's *Collections*, 3:460–61.

[2] Masterlant is the seventeenth century Dutch name for the island of Marstrand, off the coast of Sweden, near Göteborg. See *Van Rensselaer Bowier Mss*, p. 56, note. The island was ceded to Sweden in 1658 at the peace of Roeskilde between Denmark and Sweden.

[3] Meaning *meester*, or *heelmeester*, that is, surgeon. An abstract of the will of Hans Kierstede, dated April 20, 1691, mentioning his second wife Jannette and five children, is in N. Y. Hist. Soc., *Collections*, 1892, 25:127.

[298]and her son Jan Roeloffsz, and moreover Willem, Cornelis, Jonas and Pieter Bogardus; and this as regards all the property, movable and immovable, claims and credits, money, gold and silver coined and uncoined, jewelry, clothing, linen, woolens and household furniture, nothing excepted or reserved, which she shall vacate and leave behind at her death, the same to be equally divided among them after her death and to be disposed of by them as their own property without opposition from anyone. Nevertheless with this express reservation and condition that the aforesaid first four children shall first of all receive out of their paternal estate apportioned to them in a farm lying on Manhatans island on the North river the sum of one thousand guilders and this out of the proceeds or value of the said farm. And whereas three of the said children at the time of their marriage received a bride's outfit corresponding to their station and the said Jan Roeloffsz is yet unmarried, therefore the testatrix by way of compensation bequeaths and leaves to him a bed and a milch cow and to Jonas and Pieter Bogardus a house and lot standing and lying on the [299] west side of the dwelling house of the said testatrix in the aforesaid village of Beverwyck, extending in breadth to the chamber of the same and thence of such width in length to the rear of the bleaching field, together with a bed for both of them and a milch cow for each of them. Also to Cornelis Bogardus a bed and a milch cow, which shall serve the said children as an equivalent of what the married children have received. Finally, the testatrix bequeaths to Roeloff Kierstede (her daughter Sara's child) a silver beaker[1] and to Annetie van Bruch[2] (her daughter Catrina's child) a silver beaker and to Jannetie and Rachel Hartgers (her daughter Sytge's children) also each a silver beaker, and to the child of Willem Bogardus, called Sytge, also a silver beaker; all of which the said children and legatees shall take and receive in advance as above stated out of the first available property and then they shall proceed to the division of the residue of the estate in the manner provided for the above-appointed and instituted heirs. All that is hereinbefore written the testatrix declares to be her last will and testament, willing and desiring that after her decease the same may have full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as may be most effectual, even though certain formalities required by law or usage may not have been fully [300] observed herein, requesting that the utmost benefit

[1] The text read at first: "Roeloff and Annetie Kierstede (her daughter Sara's children) each a silver beaker."

[2] The notary wrote at first "Rodenburch" and then changed the name to "van bruch."

hereof may be enjoyed and that by me, the notary, one or more instruments in the usual form may be made and delivered. Thus done and executed at the house of the testatrix in the village of Beverwyck in N: Netherland, in presence of the Honorable Ruth Jacobsz van Schoonderwoert and Evert Wendel, former magistrates, as witnesses hereto called and invited.

This mark +AB is made by ANNETIE JAN'S daughter with her own hand

Rutger Jacobsz
Evert Jansz Wendel

D. V. SCHELLUYNE, *Not. Pub.*
1663

Agreement of the guardians of the minor children of Claes Cornelissen van Voorhout and Brechie Maryns with Jan Tyssen, second husband of the late Brechie Maryns, regarding said children's inheritance

On this day, the 1st of February 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Cornelis van Voorhout, senior, father of the late Claes Cornelisz van Voorhout, Cornelis Cornelisz van Voorhout, brother of said Claes Cornelisz, deceased, Jacob Schermerhoorn, as husband and guardian of Jannetie, Cornelis's daughter, van Voorhout, and François Boon, husband and guardian of Lysbet Cornelisz van Voorhout, sisters of said Claes Cornelisz, deceased, both for themselves and herein representing and undertaking for Lysbet Tyssz, mother of the late Brechie Maryns, late wife of said Claes van Voorhout, and in that capacity as guardians related by blood of the four children left by him, Claes [301] Cornelissz, named Maryn aged 12 years, Jacob aged 10 years, Lysbet aged 8 years and Tryntie Claese van Voorhout aged 5 years, procreated by the said Brechie Maryns, deceased, his late wife, of the first part; and Jan Tyssz, the last husband of the said Brechie Maryns and now widower of the same, of the second part; and they, the subscribers, declare that upon inventory and estimate of the estate of said deceased persons, as well in the first as in the second marriage, they have in all love and friendship agreed and settled with each other regarding the amount of the said children's inheritance and portion of their father's and mother's property and the buying out of [their interest in] the same, in manner following:

Jan Tyssz shall be holden and hereby promises the said two oldest children, namely, Maryn and Jacob, according to his ability honestly to rear and bring up for the next five years; to maintain

them in food, drink and clothing; to employ them in his service on the farm and furthermore to treat and train them, not as a step-father but as one's own father could and should do; moreover, for the benefit of said two children at his own expense to maintain during said time a heifer now in her third year and the increase of the same which God shall please to bestow, all which at the end of the aforesaid five years said children shall have and own, each the just half; and likewise Jan Tyssz promises to deliver to each of said two children at the end of said five years a good suit of clothes and whatever belongs thereto [302]; also, three good new shirts for each; and finally for the behoof of all said four children the sum of two hundred guilders in beavers or grain at beaver's value, being fifty guilders for each; in return for which said Jan Tyssz shall remain in full possession of the estate, all the debts and credits to be his profit or loss without said children being liable therefor or having the right to claim any benefit therefrom; and the two youngest children shall remain at the charge and in the care of the aforesaid guardians and blood relations.

The parties hereto having thus come to a final agreement and settlement in the matter aforesaid, promise, each as far as he is concerned, faithfully to observe the contents of these presents without ever doing or causing to be done anything contrary hereto in any manner whatsoever, either by or without resorting to law, for which they bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of the honorable sheriff Gerrart Swart and Phillip Pietersz Schuyler, called as witnesses hereto.

Cornelys Zeegers Zegersz Voorhout[1]
This mark + was made by Cornelis Cornelisz van Voorhout
Jacob Jansz Schermerhooren
Francoys Boon
This mark × was made by Jan Tyssz, aforenamed

This mark + was made by *Brechie Jacobsz,* wife of Cornelis Segersz, aforenamed
G: Swartt
Philip Pietersz

D. V. Schelluyne, *Not. Pub.*
1663

[1] This signature is partly blotted and indistinct. The second "Zegersz" may be a mistake and intended for "Zoon," as in the signature to Cornelis Zegersen's will on page [397].

Lease of a house from Adriaen Gerritsen to Mathys Jansen

[303] On this day, the 7th of February 1663, Mr Adriaen Gerritssz and Mathys Jansz have contracted with each other about the renewal of the lease of a house and lot which he, Mathys Jansz, is occupying and has leased according to the lease thereof dated the 7th of September 1661, and that for the term of two consecutive years, beginning on the first of May next, for the sum of twenty-five good, merchantable beaver skins a year, reckoned at eight guilders apiece, every time punctually, and furthermore in accordance with the other conditions contained in said lease. All in good faith. Done in Beverwyck in New Netherland, dated as above.

Adriaen Gerretsen
Matthys Jansz
In my presence,
D. V. Schelluyne, *Not. Pub.*
1663

Lease of lot 5 at Esopus from Volckert Jansen and Jan Thomassen to Jan Gerritsen van Oldenburg

On this day, the 9th of February 1663, Folckert Janssz and Jan Thomasz acknowledged that they had let and Jan Gerritsz van Oldenburch, as well for himself as representing herein and undertaking for Gerrit Foocke, that he had hired of them a certain, the lessors', allotment of land being No. 5, lying in the Esopus in the newly laid out and projected village, to the lessee known, on the following conditions: The lessees shall enter upon said lot of land on [304] the first of May next and occupy the same for the next four years.

The lessors promise to deliver to the lessees at the beginning of the lease two mares, the one called *de Jonge Raven* (Young Raven) and the other *Jongh Vossie* (Little Fox); also a stallion named *Coningh* (King) and a gelding named *Carrepaert* (Cart-horse); also two milch cows, two heifers, four sows and two barrow pigs, of [the increase of] which said horses and cattle (from which increase is to be expected) the lessors and the lessees, at the end of the lease, shall each receive a just half, the said horses and cattle remaining in the ownership of the lessors, and in case of their death, the lessees are to be holden to make good the same out of the increase, and are to have the use of them during this lease.

Also to the lessees shall be delivered a wagon fitted with iron work and a plowshare and colter, which the lessees at the end of the lease shall be holden to deliver up again in good condition.

The lessors promise to deliver next spring, the sooner the better, on the shore at the Esopus, at their expense, three hundred boards and six thousand bricks (*steen*), for the building of a proper dwelling like that which stands now on their lot No. 4 and which they occupy; which dwelling, as well as the barn, rick, fences about the land and whatever more [305] they shall make for their accommodation on the land, as also a bridge over the kill shall remain in the ownership of the lessors, at an appraisal by impartial persons, but the lessees shall be holden to pay for said boards and bricks.

The winter wheat now sown, being fourteen skipples, the lessees shall be holden at their expense to gather in, thresh and winnow properly for the benefit of the lessors. The winter grain which at the end of the lease shall be found on the land the lessors shall take over at an appraisal.

For the use of which said land, horses, and animals, the lessees promise to pay the sum of three hundred twenty-five guilders a year in grain at beaver's value, every time punctually without suffering one year to run into the next unpaid. All taxes and expenses which may arise in connection with the village, as also work in making the fortifications or strongholds, during the lease, shall become a charge upon the lessees.

[306] For the performance and satisfaction of these [conditions] the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the village of Beverwyck in N. Netherland, dated as above.

VOLCKARTT JANSZ
JAN THOMASZ
This mark + was made by JAN GERRITSZ VAN OLDENBURCH, aforenamed

As witnesses { *Claes Peyterzen,* my own hand
Jan Byvanck, as witness

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Volckje Jans, wife of Jan van Hoesen, to Marten Gerritsen

On this day, the 15th of February 1663, Volckie Jan's daughter, wife of Jan van Hoesen, acknowledged that she was well and truly indebted to Marten Gerritsz in the sum of four hundred guilders,

growing out of the purchase and delivery of a mare and a stallion, by her to her content received, which said sum of fl. 400 she promises to pay in good, whole beaver skins reckoned at eight guilders each, to wit, in the month of August next sixteen beavers; and the remaining thirty-four beavers in August 1664, every time punctually; therefor binding her person and estate, nothing excepted subject to the authority of all courts and judges. Done in Beverwyck, dated as above.

This mark X was made by FOLCKIE JANS, aforenamed

Contract of sale of a house, lot and garden in Beverwyck from David Schuyler to Wouter Albertsen van den Uythoff

[307] On this day, the 7th of February 1663, Davidt Schuyler acknowledged that he had sold and Wouter Albertsz vanden Vuythoff, baker, that he had bought of him certain, the seller's, house, lot, and garden standing and lying in the village of Beverwyck, with all that is thereon fast by earth and nail, and furthermore with such servient and dominant estates and rights as he has to this date possessed the same; said house being in length and breadth according to the tenor and contents of the deed of conveyance thereof, dated the 22d day of December 1660, executed by Annetie Bogardus, deceased, to the behoof of the seller; standing and lying in said village of Beverwyck, bounded south and east by Sander Leendertsen, north by the street, and west by said Annetie Bogardus, deceased, or her heirs: which said house and lot are being sold and shall be delivered to the buyer free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for which said house and lot the buyer promises to pay the quantity [308] of one hundred and four good, whole beaver skins reckoned at eight guilders apiece, in three instalments; the first instalment, being a just third part of said sum, on the first of July next; the second instalment of a like sum on the first of July 1664; and the remaining sum on the first of July 1665; every time punctually; the buyer shall from now on have possession of said house and lot and the same shall be lawfully conveyed to him upon the payment of the last instalment. For the performance and satisfaction of these presents the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the

authority of all courts and judges. Done in Beverwyck, dated as above.

DAVYET SCHUYLER
WOUTER AALBERS[1]

Gerrit van Slichtenhorst
Henderyck Yansen Rooseboom

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*

1663

Indenture of apprenticeship of Cornelis Dyckman to Jan Nack and Willem de Maerschalck

[309] On this day, the 19th of February 1663, Cornelis Dyckman, young man, aged about sixteen years, with consent of his mother, Maria Dyckmans, acknowledges that he has bound himself, and Jan Nack, both for himself and herein representing and having power from Willem Marchalck,[2] that he has engaged said Cornelis Dyckman, faithfully to serve them according to his ability, with all diligence and obedience, as well in the household as in such other duties as he is capable of performing and shall be proper, for the term of four consecutive years, running from the first day of November last to the last day of October 1666; for which service said Cornelis Dyckman shall receive during said time reasonable board, clothing and lodging; moreover, Jan Nack promises to teach him the trade of gunstock making (*laamaecken*) as well as he himself knows it, and at the end of the service (to give him) a suit of Sunday clothes and a suit of working clothes of cloth, together with an *innocent*[3] and what belongs thereto. For the performance and fulfilment of this contract, the parties on both sides, each as far as he is concerned, bind their respective persons and estates, nothing excepted, subject to the jurisdiction of all courts and judges. Done in Beverwyck in N: Netherland, on the date above written.

CORNELIS DYCKMAN
MARIA DYCKMANS
JAN NACK

J. G. v. Marcken, witness

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*

1663

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[1] There is a blot between the first and the second *a* of "aalbers," as if the writer had blotted his *l* and then written the first letter of the name anew.

[2] Willem de Maerschalck; see his signature on page 250.

[3] A sort of loose garment, or dressing gown, much worn by men in Holland in the second half of the seventeenth century.

Bond of Frans Jansen and Jacques Cornelissen to Jan Cornelissen van der Heyden

[310] On this day, the 22d of February 1663, Frans Jansz and Jaques Cornelisz acknowledge that they are well and truly indebted to Jan Cornelissz van der Heyden in the sum of six hundred and forty-four guilders and thirteen stivers, growing out of the matter of merchandise by them jointly received; of which said sum each promises to pay the just half in good, merchantable beaver skins, reckoned at eight guilders apiece, on the first of July next, punctually and without longer delay; therefor binding their respective persons and estates, nothing excepted, subject to the jurisdiction of all courts and judges. Done in Beverwyck, dated as above.

FRANS JANSEN
This mark A was made by JAQUES CORNELISZ, aforenamed [1]

Lease of a house belonging to Pieter Hartgers to Arent Isaacksen van Hoeck

[327][2]. On this day, the 13th of March 1663, Gerard Swart, as well for himself as therein representing and undertaking for Abraham Staas, joint attorneys for Mr Pieter Hartgers, has let and Arent Yacxsz, master shoemaker, of him has hired the said Hartgers's house and lot, standing and lying on Berch street,[3] in which Cornelis Bogardus now dwells, in the village of Beverwyck, to the lessee known; for the time of one year beginning on the first day of May next, for the sum of twenty-eight good, whole, merchantable beaver skins reckoned at eight guilders apiece, to be paid yearly; and it is further stipulated that said house and lot shall be delivered to the lessee at the commencement of the lease in proper repair, window, roof and floor tight, the lessee being holden to deliver up the same at the end of the lease in like condition. For the performance and satisfaction of these presents, the parties hereto

[1] Jacques Cornelissen van Slyck, one of the sons of Cornelis Anthonissen van Schlick (Slyck), also referred to as Aques, Ackes, or Akes Cornelissen. See *Early Records of Albany*, 1:444, 453–54; *History of the Schenectady Patent*, p. 188–90; and *Van Rensselaer Bowier Mss*, p. 255–56, 809; *Documentary History of New York*, oct. ed., 2:206.

[2] The document on this page was originally numbered 12 and must have followed immediately after that on page 310, which was numbered 11. Between these two documents there has been inserted a table of contents of the third part of the volume, which is numbered in pencil 311–12. Pages 313–26 are missing, but they were apparently still in the volume in 1883, as a note in the *History of the Schenectady Patent*, p. 310, refers to the term "'t blok huys (te weten de Kerche)," in a deed in *Notarial papers*, p. 320.

[3] Now Chapel street.

mutually bind their respective persons and estates, nothing excepted, subject to the jurisdiction of all courts and judges.

Done in Beverwyck, dated as above.

G: Swartt
Abram Staas
Arent Isackx van Hoeck

Lease of a house belonging to Pieter Hartgers to Gerrit Lansingh and Gabriel Thompson

[328] On this day, the 13th of March 1663, Gerrard Swart, as well for himself as therein representing and undertaking for Abraham Staas, joint attorneys for Mr Pieter Hartgers, has let and Gerrit Lansingh and Gabriel Thomassz[1] in company have hired the said Hartgers's house and lot, standing and lying in the village of Beverwyck, wherein Wouter Albertsz van der Uythoff, baker, now dwells, to the lessees known; for the time of one year to begin on the 1st day of May next, for the sum of eighteen good, whole beaver skins reckoned at eight guilders apiece yearly, with the further condition that said house and lot shall be delivered to the lessors [lessees] at the beginning of the lease in proper repair, window, roof and floor tight, the lessees being holden to deliver up the same at the end of the lease in like condition. For the performance and satisfaction of these presents the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the jurisdiction of all courts and judges.

Done in Beverwyck, dated as above.

Approved { G: Swartt
Abram Staas
Gerrit Lansinck

This mark X was made by Gabriel Thomassz, aforenamed
In my presence,
D. V. Schelluyne, *Not. Pub.*
1663

Lease of one-half of the sawmill on the Wynants kill from Geertruy Pieters Vosburgh to Wynant Gerritsen van der Poel

[329] On this day, the 20th of March 1663, Geertruyt Pieters, widow of the late Abraham Vosburch, assisted by Barent Pietersz, her brother, acknowledged that she had let and Wynant Gerritsz

[1] Gabriel Thompson Stridles, or Struddles.

van der Poel that he had hired of her the just half of a sawmill[1] standing and lying south of the farm of Jan Barentsz Wemp, in the colony of Rensselaerswyck, with the sawing and other implements, just as the same belongs to them jointly and in partnership and is in the occupation of the lessor, and as she aforetime received it of the lessee (when she had the use of the mill), and that in manner following:

The lessee shall obtain possession and have the use of the mill as it now stands, on the appraisal of impartial persons mutually chosen thereto; which lease and use of the mill shall begin on the 4th day of April next, when the appraisal shall be made, and last for the term of four consecutive years; for which the lessee promises to pay and deliver each year the quantity of four hundred and twenty-five good, merchantable boards, in a fit place on the shore near the mill, where they can be shipped and sent away, every time punctually, without suffering any one year to run into the next unpaid, and without prejudice to any previous claims which they have against each other, the same being kept outside of this arrangement. [330] Moreover the lessee shall be holden to pay the honorable patroon of this colony for the use of the waterfall during the lease. Finally it is stipulated and agreed that at the end of the lease the aforesaid mill and tools shall be delivered up on an appraisal, for the betterment or deterioration thereof the parties to indemnify each other without prejudice to each other's rights as hereinbefore stated (accidents arising without the fault of the lessee and his men excluded, according to the usage of other sawmills in the colony). For the performance and satisfaction of these presents, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Rensselaerswyck, dated as above. Thus subscribed by the parties in good faith, without craft or guile, in presence of Folckert Jansz and Gillis Pietersz, called as witnesses hereto.

This mark X was made by GEERTRUYT PIETERS, aforenamed
This mark X was made by BARENT PIETERSZ, aforenamed
WYNANDT GERREYDT VANDER POELL

Volckartt Jansz, as witness
Jelis Pietersz, as witness

D. V. SCHELLUYNE, *Not. Pub.*
1663

[1] This mill stood on the Wynant's kill in Rensselaer county. I. P.

Bond of Roelof Willemsen to Jan Hendricksen van Bael

[331] On this day, the 22d of March 1663, Roeloff Willemsz acknowledged that he was well and truly indebted to Jan Hendricxsz van Bael in the sum of one hundred and fifty-two guilders, growing out of the matter of house rent and merchandise received by him to his satisfaction, for which he has heretofore executed an obligation; which aforesaid sum with interest on the same at ten per cent, yearly, beginning on the date hereof and running till the full payment thereof, Roeloff Willemse, promises to pay in good, whole beaver skins reckoned at eight guilders apiece, at the latest in the month of July next, punctually and without further delay; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Rensselaerswyck in N: Netherland, dated as above.

ROELEF WILLEMSEN

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1663

Bond of Dirck Hendricksen van Gottenburch to Jeronimus Ebbingh

On this day, the 15th of May 1663, Dirck Hendricxsz van Gottenburch[1] hereby acknowledged and declared that he had undertaken to pay for Dirckie Harmens[2] as his own proper debt, to and for the behoof of Mr Jeronimus Ebbingh, the sum of one hundred and fifty guilders in good, strung seawan, for goods by her, Dirckie Harmens, received of Mr Lodewyck de Rooy; therefore promising to satisfy and pay [332] said sum of fl. 150 to Mr Ebbingh, or his order, at the very first opportunity, thereto binding his person and estate, nothing excepted, subject to the authority of all courts and judges. All honestly and in good faith, these are subscribed in Beverwyck in N: Netherland, dated as above.

This mark H S was made by DIRCK HENDRICXSZ VAN .GOTTENBURCH, aforenamed

As witness, *G: Swartt*

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1663

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[1] Gothenburg, or Göteborg, a seaport on the southwestern coast of Sweden; hence Dirck Hendricksen is elsewhere referred to as *de Sweedt*, the Swede; see *Early Records of Albany*, 1:123.

[2] Professor Pearson here supplied the name of Weevers. October 6, 1656, Dirckje Harmens was fined 300 guilders for selling beer to the Indians; see *N. Y. Col. Mss*, v. 16, pt 2, p. 7.

Bond of Dirckje Harmens to Gerard Swart

On this day, the 16th of May 1663, Dirckien Harmens acknowledged that by a settlement of accounts for goods by her received of Lodewyck de Roy, she was well and truly indebted in the sum of one hundred and thirty-one guilders in good, merchantable seawan; which aforesaid sum she, Dirckien Harmens, promises at the first opportunity to pay to the honorable sheriff Gerret Swart, or order; therefor binding her person and estate, real and personal, nothing excepted, subject to the authority of all courts and judges. Honestly and in good faith, these are subscribed in Beverwyck in N: Netherland, dated as above.

Derckien Harmens

In my presence,

D. V. Schelluyne, *Not. Pub.*

1663

Will of Harmen Thomassen Hun from Amersfoort and his wife

[333][1] In the name of God, Amen: Know all men that on this day, the 26th of May 1663, about 5 o'clock in the afternoon, before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, personally came and appeared the honorable Harmen Thomasz van Amersfort,[2] master shoemaker, and Catalina Bercx, husband and wife, to me, the notary, and the undersigned witnesses known; both being sound in body, standing and walking, having full possession and use of their faculties, reason, memory and understanding, as outwardly seemed, and without one being able to observe anything to the contrary; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof, and wishing therefore to anticipate the same by a proper disposition of all such temporal estate as after the decease of the first of the two it may be found that Almighty God has granted them, declare that deliberately and after mature consideration, without inducement, persuasion, or misleading of any persons, they have made, ordained and decreed this their present joint last will and testament, in form and manner following:

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[1] Between pages 332 and 333, originally numbered 16 and 18, there is one document missing, which is entered in the table of contents as: *Concept requeste vande jngelanden vant nieuwe dorp jnde Esopus* (Draft of petition of the lot owners of the new village [Hurley] in the Esopus).

[2] Harmen Thomassen Hun, from Amersfoort, in the province of Utrecht.

First and before all commending their immortal souls, whenever they shall be separated from their bodies, to the gracious hands of God, their Maker and Redeemer, and their bodies to a Christian burial, and revoking, canceling and annulling hereby all and every such testamentary dispositions, bequests or last wills as they jointly or separately may have made and executed [334] heretofore, and now deposing anew they, the appearers and testators, have nominated and instituted, as by these presents they do mutually and reciprocally nominate and institute, the survivor of them both as the sole and universal heir of all the estate, real and personal, claims and credits, gold and silver, coined and uncoined, jewels, clothing, woolen and linen, household furniture and other things, nothing excepted nor reserved, which the first deceased of them both on his or her death shall vacate and leave behind, to do therewith as with his or her own absolute property, without opposition or contradiction of any persons, save nevertheless and with this express restriction and condition that the survivor shall remain holden to nourish and bring up in an honest and godly way, until they shall come to maturity or marriage estate, the five children by the testatrix procreated with her former husband, Dirck Bensingh, deceased, namely, Dirck aged 13 years, Sampson aged about 11 years, Johannes aged 8 years, Catarina aged 6 years, and Maria Dircxsz Bensingh aged about 4 years, alone, or with the child or children (since she, the testatrix, is at present pregnant, or with child), which they, the testators, may also have in wedlock; and then to fit out the same as the survivor in his or her conscience shall think proper, without nevertheless the outfit being in any manner obligatory; which nourishment and bringing up they, the appearers, intend and desire that the survivor shall undertake and that their children shall be holden to be content therewith, in place of and for their legitimate portions (belonging to them by law [335] from their deceased parents' estates), and that in consideration of these weighty reasons, to wit, that her said former husband, Dirck Bensingh, deceased, left her, the testatrix, in her widowhood with a much incumbered estate and that her said present husband with the labor of his own hands has earned, cleared off and paid the greater part of her debts and charges upon said estate. It is furthermore stipulated that in case the testatrix die before the testator, and he, the testator, shall marry again, or leave the country during the minority of said children of the first marriage, then he shall be holden to arrange with the hereinafter named authorized and solicited guardians respecting the children interested herein as they may jointly find just and proper;

to which end [the testators] hereby solicit and appoint as associate guardians, Mr Adriaen van Ilpendam and Jan van Aecken for the oversight of said children and carrying out of the contents of this will, which they hereby accept and undertake according to their ability; and on the departure or decease of one of them, the survivor may choose, take and accept another [to act] with him. Finally, in case the said survivor dies without remarriage, the said children of the first marriage with the child or children which they shall beget together shall inherit and divide equally, share and share alike, the property which the survivor shall leave behind. All that is hereinbefore written, they, the appearers and testators, declare to be their joint last will and testament, willing and desiring that the same after the death of the first of them shall have full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as may be most suitable, notwithstanding that certain formalities demanded by law or rules of court may not herein have been fully observed; desiring that the utmost benefit hereof may be enjoyed, and that one or more instruments hereof [336] in proper form may be made and delivered by me, the notary, to be used according to the exigencies of the case.

Thus done and executed in Beverwyck near Fort Orange in New Netherland, at the dwelling of the testators, in presence of said guardians, Adriaen van Ilpendam and Jan van Aecken, together with Jan Verbeeck, neighbors of the testators, called and bidden as witnesses hereto.

Harmen Thomansz
This mark X was made by Catalyntie Bercx, aforenamed, with her own hand
Adriaen van Ilpendam
Jan Koster van Aaken

Jan Verbeeck

D. V. Schelluyne, *Not. Pub.*
1663

Power of attorney of Symon Jansen Turck to Gerard Swart

Symon Turck declares that he hereby constitutes and appoints Mr Gerart Swart, sheriff of the colony of Rwyck, his special attorney either as plaintiff or defendant to prosecute or defend to the utmost his case against Andries Albertsz pending undecided before the honorable court of the said colony; to that end all legal steps to observe unto judgment and final execution of the same; and further-

more all things to do, transact and perform in the matter aforesaid that may be needful and to him seem advisable, promising at all times to hold valid whatever may be done and performed in the matter aforesaid by the attorney, without any contradiction, binding himself thereto as by law provided. Done in the colony of Rensselaerswyck, the 28th of May 1663.

SYMEN [JA]NSSEN TURCK

Will of Eldert Gerbertsen Cruyff and his wife

[337] In the name of God, Amen. Know all men that on this day, the 3d of July 1663, before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, personally came and appeared the worthy Eldert Gerbertsz Cruyff, born in Hilleverson in Gooylant[1] in the Netherlands, dwelling in the colony of Rensselaerswyck, and Tryntie Jans, born at Noorstrant in Oostlant,[2] his wife, known to me, the notary, and to the undersigned witnesses; he, Eldert Gerbertsz, being sick, and she, Tryntie Jans, being sound in body, but both walking and standing and having full possession and command of their senses, mind, memory and understanding, as outwardly appeared, without any evidence to the contrary; which appearers, considering the shortness and frailty of human life, the certainty of death, and the uncertainty of the hour thereof, and wishing therefore to anticipate the same by a proper disposition of their temporal estate to be left behind, declare that without inducement, persuasion or misleading of any persons they had made, ordained and decreed this their joint last will and testament, in form and manner following: First and before all commending their immortal souls, whenever they shall be separated from their bodies, to the gracious hands of God, their Maker and Redeemer, and their bodies to a Christian burial; and revoking, canceling, and annulling hereby all and every [338] such testamentary dispositions and bequests as they jointly or severally may have hitherto made and executed; and especially a will which the testator made and executed in Amsterdam in Holland in the year 1652, when about to depart hither, holding the same null and of no value, and making a new disposition, they, the appearers and testators, reciprocally declare that they have nominated and instituted, as

[1] Hilvrsum, in Gooiland, in the province of North Holland.

[2] The clerk first wrote "by Hoe" (probably intended for Hoesem, or Husum, in Sleswick, near the island of Nordstrand) and then changed it to "jn Oostlant." Whether "Oostlant" stands for Sleswick, or refers to some small place on the island of Nordstrand, or is intended for Ostland on the island of Borkum, one of the East Frisian islands (in which case "Noortstrant" should have been canceled as well as "by Hoe") is not clear.

hereby they do nominate and institute, the survivor of them both as their sole and universal heir to all the estate, real and personal, claims, credits, gold and silver, coined and uncoined, jewels, clothing, linen and woolens, household furniture and other things, nothing excepted, which the first deceased shall vacate and leave behind on his or her death, whether here, in Holland or elsewhere, to be used as his or her own absolute property, without the opposition, contradiction or gainsaying of any person; provided nevertheless that the survivor of the two remain holden to nourish, maintain and bring up to maturity or to marriage estate the testatrix's son, named Albert Janssz Ryckman, son of Jan Janssz Ryckman, her first husband, deceased, and then fit him out at the discretion [339] of the survivor, which shall serve him for and in place of the lawful portion of his mother's estate belonging to him. Moreover, the survivor shall be holden to turn over to said Albert Janssz one hundred and fifty guilders in beavers or beaver's value for and in place of his father's estate; and on the death of the first of the two, he or she (the survivor) shall be holden to part with the half of the estate for the behoof of said Albert Janssz, and if he, Albert Jansz, happen to die in his minority, then what is hereinbefore mentioned shall fall to the survivor of them, the testators; but if they, the testators, happen to die before the said Albert Jansz, then shall he be the sole heir, otherwise the survivor of the two, as above. All of which aforesaid conditions they, the appearers, declare to be their last will and testament, desiring that after the death of the first of the two the same may have full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as may be most suitable, notwithstanding that some formalities demanded by law and rules of court may not have been fully observed herein, and requesting that the fullest benefit herefrom may be enjoyed, and that one or more copies hereof in proper form may be made and delivered, to be used according to the exigencies of the case. Thus done and executed in Beverwyck in presence of Mr Adriaen van Ilpendam and Harman Jansz Ryckman, good friends of the testators, called as witnesses hereto.

ELLERT GERBERTSZ CRUIF
This mark X was made by TRYNTIE JANSZ, aforenamed

Adriaen van Ilpendam, witness
This mark + was made by *Harmen Jansz Ryckman,* aforenamed

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Sander Leendertsen Glen to Govert Loockermans

[340] On this day, the fourth of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Sander Leendertsz Glen, who declared that he constituted and appointed hereby Govert Loockermans, trader at Amsterdam in N: Netherland, his special attorney to transfer and in ownership to make over to Fob Jansz Outhout, according to a contract dated the 2d of April 1658, a certain house and lot wherein he, Fob Jansz, now dwells, standing and lying in New Amstel on the South river; therefore, the same to vest in and put in possession of the buyer, and the principal to divest and dispossess thereof; the stipulated purchase money to receive and pay to William Teller, or his order (who has a right to the same); acquittance for the receipts to grant and in case of refusal to pay, the house and lot to take back and sell or cause to be sold to meet the payment thereof; and if the money proceeding therefrom does not amount to so much, the remainder to recover from his person and estate without loss or damage; to this end all the terms of the courts to observe unto judgment and extreme execution thereof, and furthermore all things to do, transact and perform which may be needful and may seem to him proper, promising at all times to hold valid whatever in the aforesaid matter may be done and performed by said attorney, without any opposition; provided the attorney be holden a proper return to make of his said transactions and receipts when required. Thus done and executed in the colony R: wyck in presence of Mr Arent van Curlar and Mr Jacob de Hinsse, chirurgeon, called as witnesses hereto.

SANDER LENRSEN

A. van Curler
J. Dehinsse

Bond of Aert Goossens van Twiller to Gerrit Hendricksen van Rys

[341] On this day, the 4th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Aert Goossens van Twieler, dwelling in said colony, born at Nieukerck in Gelderland, and acknowledged that he was well and truly indebted to Gerrit Hendricxsz van Rys, free trader here, in the sum of ten hundred Carolus guilders, Holland money, growing out of the purchase and delivery of sundry goods by him received

to his content and satisfaction; which said sum of ten hundred Carolus guilders, he, the appearer, [van Twieler] solicits and charges his brother-in-law Aert Janssz, shoemaker, at Nieukerck aforenamed, or otherwise the Hon. Peel van Hennekela, sheriff there, who is to have the full administration and direction of his inherited estate, to pay to the said Van Rys (who proposes to return to the fatherland in the ship *de Rooseboom,* lying ready to sail), or in case of his death to his heirs and descendants, immediately after sight of these, out of the inherited estate and effects, which devolved upon him, the appearer, by the death of his mother Enneke Goosens, deceased, his aunt Gerbertie Geurts, deceased,[1] and other property which may have been bequeathed to him, entrusted to his said brother-in-law; and in case of failure or refusal to pay, proceedings may be had against him to recover the same with costs, damage and interest on the same, to commence from the day of refusal and to run till full and effectual payment thereof; herefor binding his person and estate and especially the property and effects deposited with his brother-in-law at Nieukerck, subject to the authority of all lords, courts and judges, especially and chiefly of the honorable court of Gelderland for the recovery of said sum and interest thereon in manner aforesaid. Thus done and executed in the colony of Rensselaerswyck in N: Netherland, in presence of the Honorable Arent van Curler, commissioner (*gecommitteerde*) of said colony, and Willem Teiller, lieutenant of the burgesses' corps in Beverwyck, called as witnesses hereto.

Aert Goosens Twyeler

A: van Curler
Willem Teller

D. V. Schelluyne, *Not. Pub.*
1663

Contract of Gerrit Claessen van Nieukerck to serve on the farm of Maritie Mynders and Jacques Cornelissen van Slyck

[342] On this day, the 7th of July 1663, Maritie Mynders, widow of Jan Barentsz Wemp, and Jacques Cornelisz[2] acknowledge that they have jointly hired and Gerrit Claesz van Nieukerck, farm servant, that he has bound himself faithfully to serve them on their farm at Schanechtede in tilling the land and what appertains thereto, for the term of one year, beginning next harvest time, and

[1] At this point the words "and his deceased brother Seger Goossens" were crossed out.
[2] Jacques Cornelissen van Slyck.

when she, Maritie Mynders, who has hired him for herself till that time, can spare him. For which service they, the hirers, at the end of the year promise to pay him, Gerrit Claesz, besides reasonable board during the year, the quantity of thirty-four beaver skins reckoned at eight guilders apiece, to wit, the half thereof in grain at beaver's price, and the other half, being seventeen beavers, in goods and merchandise also at beaver's value. For the performance and satisfaction of these presents, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

This mark was made + by MARITIE MYNDERS, aforenamed
ACKES
This mark X was set by GERRIT CLAESSZ, aforenamed

As witnesses:
Jan Cornelisz van der Heyden
Cornelis Cornelisz Vielè

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Storm Albertsen van der Zee and Cornelis Teunissen Slingerlant to François Hooglant, agent of Gerrit Suyck and Co., merchants at Amsterdam

[343] On this day, the 9th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Storm Albertsz van [der] See and Cornelis Theunisz Slingerlant, traders here, who acknowledged that they were well and truly indebted to Mr Franscois Hooghlant, in capacity as agent for Messrs Gerret Suyck and Company, merchants residing at Amsterdam and thereabouts in Holland, according to power of attorney dated the 24th of March last, executed before Notary Hendrick Schaeff and certain witnesses, shown to us, [the present] notary and witnesses, namely, Storm Albertsz, for account of Mr Roeloff Swartwout, sheriff in the Esopus, in the sum of three hundred and twenty guilders in beavers, and the said Slingerlant in eight hundred and twenty-four guilders likewise in beavers, arising from divers goods and merchandise received to their content and satisfaction as far back as the year 1661. For the payment of which said sums the said Slingerlant promises to deliver now at once as many boards (counting 20 boards to the beaver) as possible

in part payment of said respective sums and for the balance which shall then be found to be due they authorize and hereby give full power to the aforesaid Hoochlant to sell their respective shares in their deceased mother's estate, namely, two eighth interests which they have in the house and lot now occupied by the honorable Burgomaster Allard Anthony at Amsterdam in New Netherland, according to the instrument thereof executed before me, the notary, and certain witnesses on the 3d of June 1662, and that for the sum of forty beavers for each interest, but if he, Hoochlant, chooses to sell them for less the loss shall be his; therefore, he, Hoochlant, shall relinquish all his right and title to the same to the purchaser, and if he does not sell them, the said two eighth interests shall remain mortgaged until the remaining sums be paid and satisfied, for which reason it is requested that these presents be recorded in the [344] secretary's office of the aforesaid city. And in case no payment be received, the appearers promise, each for himself, to pay the said respective balances in boards, at the price above stated, in the spring of the year 1664, punctually, without further delay, the aforesaid two eighth interests remaining bound meanwhile till such time as the balance of the sums shall be satisfied and paid, for which the appearers furthermore generally bind their persons and estates, nothing excepted, subjecting the same to the jurisdiction of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of .....[1].

Power of attorney from Storm Albertsen van der Zee to François Hooglant

On this day, the 9th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Storm Albertsz vander See, who declared that he hereby constituted and appointed Mr François Hoochlant in capacity as agent for Messrs Gerret Suyck and Company, merchants in Amsterdam and thereabouts, in Holland, his special attorney to sell his just eighth interest in a house and lot standing and lying in Amsterdam in N: Netherland, at present occupied by the honorable Burgomaster Allard Anthony, which came to him by the death and decease of his mother, according to the agreement regarding the settlement of the estate executed before me, the notary, and certain witnesses the 3d of June 1662; accordingly, the buyer to vest therein and to put in possession thereof; the stipulated purchase money to receive

[1] The document is canceled and not executed.

and acquittance for receipts to [345] grant; of which sale the said Hooghlant (also appearing here) accepts the proceeds reckoned at forty beavers at eight guilders apiece, as they in that respect have agreed and contracted with each other, the profit and loss in case of sale to be at his risk, in full payment of three hundred and twenty guilders in beavers which Mr Roeloff Swartwout, sheriff in the Esopus, owes him in his aforesaid capacity and for which he, Storm Albertsz, hereby personally offers himself as debtor; but in case he, Hoochlant, does not sell said eighth interest (which notwithstanding shall remain mortgaged to him until said sum shall be satisfied) then he, Storm Albertsz, promises to pay him, or his order, in the spring of 1664, in good, merchantable boards reckoned at twenty boards for one beaver, to be delivered on the shore where they can be conveniently shipped; [the parties] mutually promising faithfully to perform these and never to do nor cause anything to be done contrary hereto, binding thereto their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Jan Hendricxsz van Bael, trader here, and Jacob Jansz van Noorstrant, called as witnesses hereto.

Storm Vander Zee
Francois Hooglant

J. H. van Bael:
Jacob Jansen

D. V. Schelluyne, *Not. Pub.*
1663

Bond of Jan Barentsen Dulleman to Pieter van Alen

[346] On this day, the 10th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentssz Dulleman, baker, dwelling in Beverwyck in N: Netherland, who acknowledged that he was well and truly indebted to Mr Pieter van Alen in the sum of six beavers reckoned at eight guilders each, growing out of what he owed to Cornelis Vos; and for which he, Van Alen, caused his property to be attached, in consequence of and according to the tenor of a judgment of the court of the colony of Rensselaerwyck of date the 21st of June last, (to me, notary in capacity of secretary of said colony, known), which said six beavers, or in place thereof thirty-six guilders Holland money, he, the debtor, hereby requests Lucas Aertsen, smith, and Mattys Harmenssz, shoemaker, his uncles and guardians, dwell-

ing at Swoll in Overyssel, to be pleased to pay out of the inheritance and share in his deceased parents' estate remaining in their hands within six weeks after sight of this to the agent of him, Van Alen, to wit, Gerrit Janssz Cuyler, trader at Amsterdam, Holland, and that in the form of a bill of exchange with exchange charges; he, the debtor, promising, in case of failure of payment, when the proof and evidence thereof arrives, to satisfy said sum with exchange and reexchange charges here without cost and loss; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck in New Netherland, in presence of Mr Franscois Hoochlant and Pieter Danielsz van Olinda, tailor, called as witnesses hereto.

Jan Barentsen Dulleman

Francois Hooglant
Pieter Daniels van Olinda

D. V. Schelluyne, *Not. Pub.*
1663

Power of attorney from the heirs of Annetje Barents to Storm Albertsen van der Zee

[347] On this 10th day of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Barent Andriessz, Jan van Eeckele, husband and guardian of Geisseltie Alberts, and Theunis Slingerlant, husband and guardian of Engeltie Alberts, as well for themselves as herein representing and undertaking for their other sister and brothers, joint heirs of their mother, the late Annetie Barents, deceased in the colony of Rensselaerswyck, and declared that they, the appearers, hereby constituted and appointed their brother, Storm Albertsz vander See, their special attorney to demand, collect and receive out of the estate and effects left by the late Pieter Jacobsz van Rynsburch, who was married to their grandmother, the late Geesie Barent's daughter, a certain sum of two hundred guilders, which is coming to them, the appearers, as heirs *ab intestato* from their said deceased grandmother, by virtue of the deed of purchase of their interest dated the 26th of November 1660; the other two hundred guilders coming to the behoof of their cousins (*nichten*) Geesie Barents and Raechel Barents; to this end to request and solicit payment of said 200 guilders from the honorable, the director general and council of New Netherland, in part payment of what is due said

Pieter Jacobse from said gentlemen; accordingly, acquittance to grant for the receipt, and furthermore all things to do, transact, and perform which may be needful; promising at all times to hold valid whatever in the matter aforesaid shall be done and performed by the attorney, their said brother, without any opposition, provided he be holden a proper return to make of his transactions and receipts when requested. Thus done and executed in Beverwyck, in presence of Jan Gerritsz van Marcken and Daniel de Hondecoutrie, called as witnesses hereto.

Tuenis Cornelise Slyengherlant
Jan Jansen Van Eeckel
This mark oo was made by Barent Andriesz, aforenamed

J. G. v. Marcken
Daniel de Hondecoutre

Bond of Jan Barentsen Dulleman to Jan Claessen Backer van Oossanen

[348] On this day, the 24th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker, dwelling in the village of Beverwyck, and acknowledged that he, the appearer, in accordance with a judgment of the honorable court of Fort Orange of date the 24th of July aforenamed, is well and truly indebted to Jan Claessz Backer van Ossanen,[1] free trader here, proposing to depart for Holland, in the sum of one hundred and thirty-three guilders and seventeen stivers to be paid in beavers, growing out of the matter of wheat to him delivered to his satisfaction, now about two and a half years ago; which said sum of fl. 133–17, he, the debtor, hereby solicits and charges Luycas Aertsz, smith, and Mathys Harmensz, shoemaker, his uncles and guardians dwelling at Swol in Overyssel, to pay out of the inheritance which fell to him by the decease and death of Barent Barentssz van Enst and Beertie Jansz Dullemans, his deceased father and mother, and remaining in the hands of his said uncles and guardians; and in Holland money, to the amount of one hundred and sixteen guilders, as the parties have agreed and contracted with each other, instead of beavers, within the time of six weeks after sight of this; promising, on refusal or default thereof, the said sum of fl. 116 Holland money

[1] He was probably a brother of Pieter Claessz van Osaenen, mentioned on page 234. Ossanen, or Osaenen, is the same as Oostzanen, or Oostzaan, a village about one mile east of Zaandam, in the province of North Holland.

to satisfy and pay here in this country, wherever he and his effects may be found, with exchange and re-exchange charges, without cost and loss; [349] therefor binding his person and property, real and personal, having and to come, nothing excepted, subject to the authority of all lords, courts, tribunals and judges, wherever this may be shown, and especially also his aforesaid inheritance, for the recovery of the payment in case of need without cost or loss. Thus done and executed in Beverwyck, in presence of Mr Ruth Jacobsz van Schoenderwoert, former magistrate of said Fort Orange, and Barent Reyndertsz, smith, called as witnesses hereto.

JAN BARENTSEN DULLEMAN
JAN CLAESS BACKER VAN OOSSANE

Rutger Jacobsz
Barent Reyndersz

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Storm Albertsen van der Zee to Oloff Stevensen van Cortlant and Hendrick van de Water

On this day, the 26th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Storm Albertsz van der See, trader in Beverwyck, and declared that he hereby constituted and appointed Mr Oloff Stevensz Cortlant and Mr Hendrick vande Water, in their capacity as authorized curators of the estate, goods and effects of Mr Gillis Verbrugge, existing here in N: Netherland, his special attorneys to sell a certain just eighth interest [in a house and lot] [350] belonging to him by virtue of the right and claim which he has from Mr Roeloff Swartwout, sheriff at Wildwyck in the Esopus, husband and guardian of Eva Albertse his, the appearer's, sister, coheir with him and the other children, his brothers and sisters, of their mother, the late Annetie Barent's daughter, according to the agreement regarding the settlement of their mother's estate, and the conveyance to them by their father, Albert Andriessz, of the house and lot at present occupied by Mr Burgomaster Allard Anthony at Amsterdam in New Netherland, executed before me, the notary, and certain witnesses on the 3d of June 1662, for the sum of forty beavers reckoned at eight guilders apiece; the purchase money to receive, and [the said eighth share] to vest in and put in possession of the buyer; him, the appearer, to divest and dispossess thereof; and in case the curators can not sell said eighth share for the sum of

forty beavers, he, the appearer, promises to pay the same in good, merchantable boards delivered here free upon the shore, reckoned at twenty boards for the beaver; furthermore, seventeen beavers within the time of fourteen days after the date hereof, punctually, the said eighth share remaining bound till said sum is fully paid and satisfied; all of which is for [351] payment in full of what he, the appearer, owes said Mr Gillis Verbrugge; wherefore they, the curators (also appearing here) shall grant acquittance to Storm Albertsz for as much as they happen to receive. For the performance and satisfaction of these, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in the colony of Rensselaerwyck in New Netherland, in presence of Johannes Provoost and Jacob Meusz, called as witnesses hereto.

Storm van der Zee
O. Stevensz v. Cortlant
Henderick Van de Water

J: Provoost, witness
Jacob Meesz:

D. V. Schelluyne, *Not. Pub.*
1663

Power of attorney from Teunis Cornelissen Slingerlant to François Hooglant

[352] On this day, the 27th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Theunis Cornelisz Slingerlant, husband and guardian of Engeltie Albertssz, daughter of Albert Andriessz, dwelling at Beverwyck, and declared that he, the appearer, hereby constituted and appointed Mr Francois Hooglant, agent for Messrs Gerrit Suyck and Company, merchants at Amsterdam and vicinity, in Holland, his special attorney to sell a just eighth interest belonging to him, the appearer, in the house and lot of his father-in-law, Albert Andriese, standing and lying at Amsterdam in New Netherland, at present occupied by the honorable Burgomaster Allard Anthony, according to the agreement regarding the settlement of the estate of the 3d of June 1662, by his father-in-law aforesaid executed for the behoof of him and his brothers and sisters, before me, the notary, and certain witnesses; accordingly, the same to vest in and put in possession of the buyer and him, the appearer, to divest

and dispossess thereof, the stipulated purchase money to receive and acquittance for the receipt thereof to grant; and in case the said eighth interest can not be sold for forty beavers reckoned at eight guilders each, he, the appearer, promises to pay said 40 beavers the next year 1664, to said Hoochlant, or his order, in good boards, twenty boards to the beaver; and as regards the remainder, or whatever more he owes to said Gerrit Suyck and Company, amounting to the sum of sixty-three beavers, [353] he, the appearer, promises to pay the same this year, the sooner the better, in boards as before, to the behoof of said Hooglant, or his order and agent, all for the satisfaction of what he, the appearer, owes said Gerrit Suyck and Company, he, the appearer, promising at all times to hold valid all that shall be done, transacted and performed in the matter aforesaid by the attorney; and furthermore for the performance and satisfaction of this, pledges his person and estate, nothing excepted, to the authority of all judges and laws. Thus done and executed in Beverwyck in N. Netherland, in presence of Mr Gerard Swart, sheriff of the colony of Rensslaerswyck, and Claes Jacobse Van Rotterdam, carpenter, called as witnesses hereto.

Tuenyes Cornelise Slyengherlant

G. Swartt
Claes Jacobse Van Rotterdam

D. V. Schelluyne, *Not. Pub.*
1663

Bond of Jan Barentsen Dulleman to Lourens van Alen

[354] On this day, the 27th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker, dwelling in the village of Beverwyck, and acknowledged that he was well and truly indebted to Mr Lourens van Alen in the sum of seventy guilders Holland money, to be paid in Holland, growing out of a matter of house rent and necessaries by the appearer received to his satisfaction, soliciting and charging therefore Luycas Aertse, smith, and Mathys Harmensz, shoemaker, his uncles and guardians dwelling at Swoll in Overyssel, within six weeks after sight of this to pay the said sum of seventy guilders Holland money to Gerrit Janssz Cuyper, trader at Amsterdam in Holland, agent for him, Lourens van Alen, out of the inheritance which came to him by the decease and death of Barent Barentsz van Enst and Beertie Jan's daughter Dulleman,

his father and mother deceased, in the hands of said uncles and guardians remaining; in case of refusal (contrary to expectation) he, the appearer, promises to pay said sum of fl. 70 here, with exchange and reexchange charges, on demand, and without loss and damage; therefor binding his person and estate, real and personal, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck in N: Netherland, in presence of Claes Jacobsz[1] van Rotterdam and Jacob Meusz,[2] carpenters, called as witnesses hereto.

JAN BARENTSEN DULLEMAN

Claes Jacobse
Jacob Meesz:

D. V. SCHELLUYNE, *Not. Pub.*
1663

Substitution of Claes Bordingh and Pieter Jacobsen Marius for François Hooglant as attorneys of Gerrit Suyck & Co., merchants at Amsterdam

[355] On this day, the 27th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Francois Hoochlant, agent of Messrs Gerrit Suyck and Company, merchants at Amsterdam and vicinity in Holland, according to power of attorney dated the 24th of March last executed before Notary Hendrick Schaeff and certain witnesses, at Amsterdam aforesaid, (to us [the present] notary, and witnesses shown), containing a clause of substitution; [and declared] that he hereby substituted in his place and authorized Claes Bordingh and Pieter Jacobssz Marius,[3] jointly and severally to demand, collect and receive of sundry persons, debtors of said Messrs Gerrit Suyck and Company, dwelling in this country, payment of such debts as are due the same, according to obligations and proofs, by list placed in the hands of the substitutes; therefore, acquittance for receipts to grant; the unwilling debtors to coerce to payment by legal proceedings and rigor of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; finding themselves aggrieved by the decisions, to challenge the same and to appeal therefrom and to

[1] Claes Jacobsen Groesbeeck.
[2] Jacob Meussen (or Bartholomeussen) Vrooman.
[3] Claes Bordingh and Pieter Jacobsen Marius were at an early date in partnership and at this time apparently joint owners of a yacht which sailed between Beverwyck and New Amsterdam, and possibly to the South river; see *N. Y. Col. Mss,* 3:16; 8:939; and *Doc. Rel. to Col. Hist. N. Y.,* 13:263–65.

prosecute said challenge and appeal also to the extreme; and furthermore all things to do, transact and perform, which may be needful and which may be thought proper by them; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by virtue hereof by said substitutes, jointly and severally, without any opposition, provided that the substitutes be holden a proper return to make of their aforesaid transactions and receipts. Thus done and executed in the colony of Rensselaerswyck, in presence of Mr Isaacq Bedlo and Andries Tailler, merchants, called as witnesses hereto.

FRANCOIS HOOGLANT

Isaack Bedloe
Andries Teller

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Carsten Fredericksen van Jeveren to Margarita Hardenbroeck

[356] On this day, the 28th of July 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Carsten Fredericxsz van Jeveren,[1] master smith here in Beverwyck, who acknowledged that he had received to his satisfaction by the hands of Margarita Hardenbroeck, wife of Fredrick Flipssz, carpenter, dwelling at Amsterdam in New Netherland, the quantity of fifty good whole beavers; soliciting and charging hereby Reynier Fredricxsz, gunsmith at Amsterdam in Holland, to pay for said fifty beavers to said Margarita Hardenbroeck, or the just bearer hereof, within the time of six weeks after sight, the sum of three hundred Carolus guilders Holland money at 40 groats apiece; in default and refusal of which (contrary to expectation) he, the appearer, promises to pay the aforesaid sum of three hundred guilders Holland money here in this country, with exchange and reexchange charges, on demand, without cost or loss; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck in N: Netherland, in presence of Jan Schekel and Helmer Otten, called as witnesses hereto.

KARSTEN FREDERICKSEN

Jan Scheckel
Helmerich Otten

D. V. SCHELLUYNE, *Not. Pub.*
1663

[1] Jever, or Jeverland, in Oldenburg, Germany.

Decision of arbitrators respecting the payment of a debt due from Willem Jansen Schut to Johannes Withart, with a receipt from Schut and a promissory note of Cornelis Bogardus

[357] The 29th of July 1663, in Beverwyck

Whereas it was ordered by the honorable court of this town in regard to the debt of Willem Schut *alias* Dommelaer[1] to Johannes Withart that two arbitrators should examine the books and accounts of Withart, for which purpose were chosen Messrs Volckert Jansz and Phillip Pietersz Schuyler, who find everything to be correct; and whereas the money for the house sold by Willem Dommelaer to Mr Cornelis Bogardus has been attached by said Withart; the said arbitrators adjudged that the said stipulated purchase money may be taken and received by said Withart in part payment of his account and that the first payment, to wit, the half, being 40 beavers, which is now due, may be taken and received by said Withart of Cornelis Bogardus. However, in view of said Dommelaer's [situation] in these sad war times with the savages and [that] his wife is also a prisoner among the savages,[2] said Withart, on the advice and with the consent of said arbitrators is moved to be lenient to Wilhem Dommelaer in this his sad estate and to accommodate him with merchandise to the value of ten beavers, to be taken out of the first payment now to be received; which I, the undersigned Willem Dommelaer, also to my satisfaction receive of said Withart and said Withart shall take and receive the money for the house.

Willem Jansen Schuet

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[1] *Dommelaer* means "drowsy-head," or "the dozer." See *Van Rensselaer Bowier Mss*, p. 836. It is not impossible that John Shutte, the first English schoolmaster at Albany, licensed by Governor Nicolls October 12, 1665, was a son of the above Willem Jansen Schut. See *Albany Annals*, 4:16.

[2] Referring to the second Esopus war, of 1663, during which Dommelaer's wife and child were made captives. See *Doc. Rel. to Col. Hist. N. Y.*, 13:246, and *Olde Ulster*, 1905, 1:296. Cf. also Sylvester, *History of Ulster County*, p. 50, which, instead of Dommelaer's wife, mentions "Grietje, wife of Dominie Laer, and a child," among the persons taken prisoner by the Indians. The same mistake, which probably originated in the now destroyed translations by Francis Adrian van der Kemp, occurs also in *Ecclesiastical Records of the State of New York*, 1:535, with the statement: "He was a Lutheran minister, who seems to have been in this vicinity at this time," alluding thereby to the Rev. Carolus Laurentius Laers, a Lutheran minister on the Delaware. A. T. Clearwater, in his *History of Ulster County*, p. 46, also gives the name as "Dominie Laer" and calls him a Lutheran minister, while in addition he erroneously identifies him with Adriaen van Laer, who was a tanner and shoemaker at New Amsterdam. Schoonmaker's *History of Kingston* is wrong also and mentions among the captured: "Grietje, wife of Dominic Laer, and child."

Cornelis Bogardus hereby promises to make over and pay to Mr Johannes Withart, or his order, the first instalment of 40 beavers now due, as also the second instalment of 40 beavers, which shall be due next year, according to the above award, provided that Withart release him therefor from all demands, and that a proper conveyance be executed to him for the above-mentioned house and lot.

Done in Beverwyck, this 11th of September 1663.

CORNELIS BOGARDUS

Bond of Jan Barentsen Dulleman to Pieter Claessen van Osaenen

[358] On this day, the 3d of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barensz Dulleman, baker, dwelling at Beverwyck, and acknowledged that he was well and truly indebted to Pieter Claessz van Osaenen,[1] free trader here, in the sum of one hundred and thirty-six guilders Holland money, to be paid in Holland, for merchandise delivered to him here and by him received to his satisfaction in Holland value; which said sum of one hundred and thirty-six guilders he, the appearer, hereby requests and charges Luycas Aertsz, smith, and Mathys Harmensz, shoemaker, his uncles and guardians, dwelling at Swol in Overyssel, to pay out of the inheritance which came to him by the death and decease of Barent Barentsz van Enst and Beertie Jan's daughter Dullemans, his late father and mother, and remaining in the hands of his said uncles and guardians, and that in Holland money to the amount as above, according as they, the parties hereto, have agreed and contracted with each other, within the time of six weeks after sight of this; promising in default or refusal hereof, the said sum to pay and satisfy here in this country or wherever he and his effects may be found, with exchange and reexchange charges, on demand, without loss or expense; binding his person and estate, real and personal, [359] having and to come, nothing excepted, subject to the authority of all courts and judges where this may be shown, and especially his said inherited estate, for the recovery of the payment if need be without costs or loss.

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[1] See note on p. 227.

Thus done and executed in Beverwyck, in presence of Mr Pieter Symonsz and Barent Albertsz, called as witnesses hereto.

JAN BARENTSEN DULLEMAN

Pieter Symonsz Michiels
This mark X was made by *Barent Albertsz,*
aforenamed

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Harmen Thomassen Hun to Adriaen van Laer (incomplete)

On this day, the 2d of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Harmen Thomasz of Amersfort,[1] master shoemaker, husband and guardian of Catalina Bercx, last widow of Dirck Bensem,[2] deceased, dwelling in the village of Beverwyck, near Fort Orange, and declared in that capacity that he hereby constituted and appointed Ariaen van Laer, also master shoemaker, being about to depart for Holland by the ships now ready to sail, his special attorney to demand, collect and receive from his said wife's brothers deceased, to wit, Willem Berck and Hendrick Berck, by the hands of Mr Gryp, secretary of the orphan chamber at Amsterdam in Holland, a certain sum of one hundred and fourteen Carolus guilders, which his wife furnished and lent to her said brothers according to obligation of date the 8th of March 1656, placed in the hands of the attorney, which said sum of fl. 114 her said brothers deceased placed in [360] the hands of said Mr Gryp to be put out at interest for the behoof of their said sister, Catalyna Bercx, until she or some one else on her behalf should demand the same again, as said attorney being the last time in the fatherland . . . [not finished and canceled].

Bond of John Willett and Andries Teller to Goosen Gerritsen van Schaick

On this day, the 3d of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Jan Willet and Mr Andries Teller, merchants at present at Fort Orange in Beverwyck, who acknowledged that they were well and truly indebted to Mr Goosen Gerritsz van Schaeyck in the sum of

[1] Harmen Thomassen Hun, of Amersfoort, in the province of Utrecht.
[2] Dirck Bensen, or Bensingh.

six hundred and six good pieces of eight at forty-eight stivers each, or otherwise in Holland value and specie, growing out of the purchase and delivery of two hundred beavers by them, the appearers, received, which said six hundred and six good pieces of eight at forty-eight stivers each, Holland money as above, they, the appearers, jointly and severally promise to pay all at once to said Goosen Gerritsz van Schaeyck or the lawful bearer hereof in the latter part of the month of April A°. 1664, [361] punctually and without longer delay; binding thereto their respective persons and estates, nothing excepted, subject to the authority of all courts and judges.

Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Willem Marchal and Jan Nack, also traders here, called as witnesses hereto.

JOHN WILLETT
ANDRIES TELLER

As witnesses { *Willem De Maerschalck*
Jan Nack

D. V. SCHELLUYNE, *Not. Pub.*
1663

[In the margin is written:]

I find that the contents of this [bond] are satisfied and it is therefore canceled here, the 13th of August 1664.

D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Jan Barentsen Dulleman to Jan Hendricksen van Bael

On this day, the 6th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker, dwelling in Beverwyck, and acknowledged that he was well and truly indebted to Mr Jan Hendricxsz van Bael, free trader here, in the sum of one hundred and sixty-one guilders and two stivers, growing out of the matter of goods and merchandise by him received to his content and satisfaction, in the year 1661; which sum of one hundred and sixty-one guilders and two stivers he, the appearer, hereby requests and charges Lucas Aertsz, smith, and Mathys Harmensz, shoemaker, his uncles and guardians dwelling at Swol in Overyssel, to pay in Holland money out of the inheritance which came to him by the death and decease of Barent Bárentsz van Enst and Beertie Jan's daughter Dullemans, his deceased father and mother, and which remains in the hands [362] of his said uncles and guardians, to

wit, one hundred and forty Carolus guilders at 40 groats apiece, as said parties have agreed and contracted with each other, within the time of six weeks after sight of this, to wit, to Jan Claessz Backer, the lawful bearer of this. In default or refusal whereof he, the appearer, promises to pay and satisfy said sum of fl. 141 Holland money here in this country, or wherever he and his effects may be found, with exchange and reexchange charges, on demand, without loss or costs; binding his person and estate, real and personal, nothing excepted, subject to all courts and judges where this may be shown, and especially said inherited estate, for the recovery of the payment if need be without loss or costs. Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Phillip Pietersz Schuyler and Hermen Vedder, traders here, called as witnesses hereto.

Jan Barentsen Dulleman

Philip Pietersz Schuyler
Harmen Vedderen, as witness

Bond of Jan Barentsen Dulleman to Gerrit Bancker

[363] On this day, the 6th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker, dwelling in Beverwyck, and acknowledged that he was well and truly indebted to Mr Gerrit Banckert, trader here, in the sum of seventeen and a half beavers reckoned at eight guilders apiece, growing out of the purchase and delivery of wheat to him to his satisfaction delivered in the years 1661 and 1662; besides the sum of four beavers to Barent Reyndertsz, master smith here, for the rent of a house; being together twenty-one and a half beavers; requesting and charging hereby Lucas Aertsz, smith, and Mathys Harmenssz, shoemaker, his uncles and guardians dwelling at Swol in Overyssel, in place of said beavers to pay to Mr Abel de Wolff, merchant at Amsterdam in Holland, in good Holland money, the sum of one hundred and twenty-nine guilders, out of the inheritance which came to him by the decease and death of Barent Barentsz van Enst and Beertie Jan's daughter Dullemans, his late father and mother, and which remains in the hands of his said uncles and guardians, within six weeks after sight of this, punctually and without longer delay; in default and refusal of which he, the appearer, promises to satisfy and pay said sum of fl. 129 Holland money, or the value thereof, here in this country or wherever he

and his effects may be found, on demand, with exchange and reexchange charges without loss or costs; binding thereto his person and estate, real and personal, nothing excepted, subject to all courts and judges wherever this may be shown, and especially the said inherited estate, for the recovery of said sum if need be without loss or costs. Thus done and executed in Beverwyck in N: Netherland, in presence of Gerrit Hardenberch and Henderick Gerritsz van der Meulen, called as witnesses hereto.

JAN BARENTSEN DULLEM[AN]

Gerit Jansz van Herttenberc[*h*]
Hindrick Garites as witness

Bond of Jan Barentsen Dulleman to Marcelis Jansen

[365][1] On this day, the 6th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker here, and acknowledged that he was well and truly indebted to Marcelis Jansz, born at Bommel in Gelderland, also an inhabitant here, in the sum of fifty Carolus guilders at 40 groats apiece, Holland money, growing out of the matter of goods delivered for his wants and necessities and to his content and satisfaction received; which said sum of fifty Carolus guilders, he hereby requests and charges Lucas Aertsz, smith, and Mathys Harmensz, shoemaker, his uncles and guardians dwelling at Swol in Overyssel, to pay to said Marcelis Jansz proposing to depart for Holland by the first ships now ready to sail, or to the bearer of this, out of the inheritance which came to him by the death and decease of Barent Barentsz van Enst and Beertie Jan's daughter Dullemans, his late father and mother, and which remains in their hands, within the time of six weeks after sight of this, punctually and without longer delay; in default and refusal of which, he promises the said sum of fifty guilders, Holland money, or the value thereof, to pay on demand here in this country, without loss or costs, with exchange and reexchange charges. Binding his person and estate, real and personal, nothing excepted, subject to the authority of all courts and judges, and especially his inherited [366] estate, for the recovery if need be of the payment, without costs or loss as above.

[1] In renumbering the pages, number 364 has been omitted, page 365 being the reverse of page 363

Thus done and executed in Beverwyck in New Netherland, in presence of Mr Gerrit Swart, sheriff of the colony of Rensselaerswyck, and Jan Cloete, trader here, called as witnesses hereto.

JAN BARENTSEN DULLEMAN

G: Swartt
Johannsz Clute

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of John Willett to Jan Coster van Aecken

On this day, the 7th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr John Willet, trader in New England, at present here in Beverwyck, and acknowledged that he was well and truly indebted to Mr Jan Coster van Aecken, trader here, in the sum of three hundred and four good pieces of eight at forty-eight stivers apiece, or in Holland currency and specie, growing out of the purchase and delivery of a hundred good beavers by him received to his satisfaction; which said sum of three hundred and four good pieces of eight at forty-eight stivers apiece, Holland money as above, he, the appearer, promises to pay to said Jan Coster van Aecken, or to the lawful holder of this, the last of the month of April A°. 1664 next, punctually, without longer delay; binding his person and estate, nothing excepted, subject to the authority of all courts and judges wherever this may be shown, for the recovery of the payment without costs or loss. Thus done and executed in Beverwyck in N: Netherland, in presence of Carsten Pietersz and Andries Tailler, called as witnesses hereto.

JOHN WILLETT

This mark X was made by *Carsten*
Pietersz, aforenamed
Andries Teller

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Jan Barentsen Dulleman to Jochem Wesselsen

[367] On this day, the 7th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker here, and acknowledged that he was well and truly indebted to Jochem Wessels, also baker, here, in the sum of two hundred and sixty-four Carolus guilders

Holland money to be paid in Holland, growing out of the purchase and delivery of good wheat delivered to him to his satisfaction last year 1662; which said sum of two hundred and sixty-four guilders Holland money he, the appearer, hereby requests and charges Lucas Aertsz, smith, and Mathys Harmensz, shoemaker, his uncles and guardians dwelling at Swol in Overyssel, to satisfy and pay to Assur Levi, the Jew, or to his heirs and successors, (the lawful holders of this), out of his inheritance which came to him by the death and decease of Barent Barentsz and Beertie Jansz Dullemans, his late father and mother deceased, and which remains in their hands, within the time of six weeks after sight of this, punctually and without longer delay; in default and refusal of which, he, the appearer, promises said sum to pay here on demand without costs or loss, with exchange and reexchange charges; binding his person and estate, nothing excepted, subject to the authority of all courts and judges, and especially his said inherited estate, for the recovery of the payment thereof without loss or costs as above. Thus done and executed in Beverwyck in N. Netherland, in presence of Mr Gerart Swart, sheriff of the colony of Rensselaerswyck, and Willem Brouwer, master shoemaker, called as witnesses hereto.

JAN BARENTSEN DULLEMAN

G: Swartt
Willem Brouwer

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Ludovicus Cobes to Marcelis Jansen

[368] On this day, the 8th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Ludovicus Cobes, born at Herenthals[1] in Brabant, court messenger of Fort Orange and the village of Beverwyck, and declared that he hereby constituted and appointed Marcelis Janssz van Bommel, dwelling here in Beverwyck, proposing to depart for Holland in one of the ships lying ready to sail, his special attorney, with kindness and friendship if possible, otherwise by judicial means and proceedings, to demand, take and receive from the hands of Mr Johan Verachten, draper, at Gierle in the land of Turenhout,[2] his uncle, such furniture as his said uncle has in his

[1] Herenthals, in the province of Antwerp, Belgium.
[2] Turnhout, also in the province of Antwerp. Gierle lies midway between Herenthals and Turnhout. The Loockermans family came from Turnhout.

hands and care, according to the tenor and contents of a certain missive to him written by his sister Jenneken Heylen, of date the 20th April 1655, the original of which is placed in the hands of the attorney with this power of attorney.

Therefore, acquittance to grant for the receipts, and in case of refusal (which is not expected) the same to advance by legal proceedings and the rigor of justice; to which end all the terms of the courts to observe to judgment and extreme execution thereof, and furthermore all things to do, transact and perform, either in or out of court, which may be needful and which he may think proper and as he, the appearer, if himself present, might or could do; with power also one or more persons *ad lites* in his place to substitute; and futhermore all things to do, transact and perform which may be needful and which he may think proper, promising at all times to hold valid whatever may be done and performed in the matter aforesaid by said attorney or said substitutes, without any opposition, provided that the attorney be holden a proper return to make of his said transactions and receipts. Thus done and executed in Beverwyck in N: Netherland, in presence of the Honorable Johan Verbeeck and Stoffel Jansz Abel, magistrates of said Fort Orange and Beverwyck, called as witnesses hereto.

Ludouicus Cores

Jan Verbeeck
Stoffel Jansz Abeel

D. V. Schelluyne, *Not. Pub.*
1663

Power of attorney from Jan Barentsen Dulleman to Jochem Wesselsen

[369] On this day, the 11th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Barentsz Dulleman, baker, proposing to depart for Holland, and declared that he hereby constituted and appointed Jochem Wessels, also baker here in Beverwyck, his special attorney to demand, collect and receive out of the estate of Andries Herbertsz Constapel certain twenty-two beavers reckoned at eight guilders apiece, due to him from said Constapel according to obligation deposited with Folckert Jansz and Mr Adriaen van Ilpendam, curators of said estate, and registered by them in the list with other creditors; acquittance for the receipt to grant, and in case of refusal, or dispute with the curators and fellow creditors, by

means of judicial process to determine the priority or equality of his claim; his right to defend and such payment to obtain as shall be adjudged him by the courts; to this end all the terms of the courts to observe to judgment and extreme execution thereof, and furthermore all things to do, transact and perform, which may be needful and which may be judged by him proper, as he, the appearer, might or could do if he himself were present; with power also with the curators and creditors to compound, arrange and agree, and one or more persons in his place to substitute; promising at all times to hold valid all that by said attorney or said substitute shall be done and performed in the matter aforesaid without any opposition, binding himself thereto as by law provided; on condition that the attorney be holden a proper return to make of his said transactions and receipts when requested.

Thus done and executed in Beverwyck in N: Netherland, in presence of Louris van Alen and Andries Tailler, called as witnesses hereto.

JAN BARENTSEN DULLEMAN

Lourus van Alen
Andries Tailler

D. V. SCHELLUYNE, *Not. Pub.*
1663

Lease of a farm at Schenectady from Gerrit Bancker and Harmen Vedderen to Symon Symonsen Groot

[370] The 11th of August 1663 in Beverwyck in New Netherland

Conditions on which we, the subscribers, Gerrit Bancker and Harmen Vedderen, have let a farm to Symon Groot for the time of six consecutive years beginning on the 1st day of May this year; but the first year the lessee is to have it free of rent, and the five following years he must pay yearly for said farm five hundred guilders in beavers, or grain at the market price to be paid here; the farm shall contain 25 or 30 morgens lying at Schanechtede, where shall be delivered to him a dwelling, barn and rick in proper condition, and 6 draft horses, 3 of which mares, 6 milch cows, two sows; the lessors to deliver said animals at the commencement of the tillage, at halves of the increase, and in case any of the delivered animals perish, or die, the lessee shall be holden to make the number good again out of the common increase; furthermore the lessors shall deliver for the use of the lessee, carts, plows, harrows, and the harness needful thereto, on condition that the lessee shall be holden

at the end of the lease to deliver them all up again as he received them; it is also stipulated that the lessee shall be holden every year to draw wood for the behoof of the lessors one week; for the performance and satisfaction hereof, the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Evert Wendel and Daniel Jansz van Antwerpen, called as witnesses hereto.

GERRET BANCKEN
HARMEN VEDDEREN
SYMEN SYMENSEN GROOT

Evert Jansz Wendel
Daniel Jansen van Antwerpen

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Pieter Symonsen Michiels van Oossanen to Jacob Schermerhoorn

[371] On this day, the 27th of August 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Pieter Symonsz van Oossanen, being about to depart for Holland, and declared that he hereby constituted and appointed Mr Jacob Schermerhoorn his special attorney to demand, collect and receive of divers persons, his debtors, payment of such sums as are coming to him, according to proofs thereof placed in the hands of the attorney; for the receipts acquittance to grant; the unready by means of judicial proceedings to constrain to pay; to this end all the terms of the courts to observe to judgment and extreme execution thereof; and furthermore all things to do, transact and perform which may be needful and which may be thought proper by him; promising at all times to hold valid whatever in the matter aforesaid may be done and performed by the attorney, without any opposition, provided the attorney be holden a proper return to make of his said transactions and receipts, when required.

Thus done and executed in Beverwyck in New Netherland, in presence of Jan Nack and Hendrick Bries, called as witnesses hereto.

PIETER SYMONSZ MICHIELS

Jan Nack
Hendrick Bries[1]

D. V. SCHELLUYNE, *Not. Pub.*
1663

[1] Hendrick Bries was a shoemaker at Beverwyck. He died before August 21, 1696, when his widow, Maria de Hooghes, married Jacob Lookerman, widower of Tryntje Claasen.

Will of Jan Cornelissen van der Heyden and his wife

[372] In the name of the Lord, Amen: Know all men that on this 1st day of September A°. 1663, about 8 o'clock in the morning, before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, personally came and appeared the worthy Jan Cornelisz van der Heyde, born at Sevenbergen[1] in Brabant, and the virtuous Aeltie Jansz Wemp, born in the colony of Rensselaerswyck, married people, (known to me, the notary, and to the subscribing witnesses), both sound of body, standing and walking, in full possession and command of their faculties, reason, memory and understanding, as far as one could outwardly judge; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof, and wishing therefore to anticipate the same by a proper disposition of their temporal estates to be left behind, declare that without inducement, persuasion, or misleading of any persons they have made, ordained and decreed this present, reciprocal last will and testament of them both, in form and manner following:

First and before all commending their immortal souls, whenever they may be separated from their bodies, to the gracious and merciful hands of God, their Creator and Redeemer, and their bodies to a Christian burial, and revoking, canceling and annulling hereby all and singular such bequests and testamentary dispositions as they may have heretofore jointly or severally made and executed, either orally or in writing, holding the same null and of no account and making a new disposition, they, [373] the appearers and testators, seeing they have no child or children procreated by them living, have reciprocally nominated and instituted, as they do hereby nominate and institute, the survivor of the two as their sole and universal heir of all the estate, real and personal, claims, credits, gold and silver coined and uncoined, jewels, clothing linen and woolens, household furniture, etc., together with the inheritances already fallen to him, the testator, in Brabant by the death of his mother, brother, and other connections and blood relations, or which may yet be left to him during his lifetime, as also that left to the testatrix in this country by the death of her father, Jan Barentsz Wemp, and the inheritances also which may fall to her during her lifetime, nothing excepted nor reserved, with all which to do as with his or her own property, without the opposition, or contradiction of any

[1] Zevenbergen, a village in the province of North Brabant, about 9 miles northwest of Breda.

persons; provided nevertheless and with this express restriction and condition, that (as the testators' estates are in common) the survivor shall remain holden to make and turn over the first fourth part of said estate to the nearest blood relations (then living) of the first deceased of the two, and that for good reasons the respective testators' minds moving thereto. All which conditions they, the appearers and testators, declare to be the last will and [374] testament of them both; willing and desiring that the same after the death of the first of the two may have full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise as may be most suitable, notwithstanding that certain formalities demanded by law and rules of court may have been neglected or not have been fully observed herein, desiring that the utmost benefit may be enjoyed herefrom; and that one or more copies hereof in proper form may be made and delivered by me, the notary, to be used according to the necessities of the case. Thus done and executed in Beverwyck in N: Netherland, at the dwelling house of the testators, in presence of Mr Hendrick Janssz Roosseboom and Arnout Cornelisz Viele, traders here, called as witnesses hereto.

JAN CORNELISZ VANDER HEYDEN
AELTIE JANS WEMP

Henderick Yansen Rooseboom
Arnout Cornelis Veilen[1]

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Hans Coenraetsen to Abraham Coyen and Cornelis Spycker, merchants at Amsterdam, to obtain indemnity for a house in Brazil forfeited to Portugal

[375] On this day, the 12th[2] of September 1663, appeared before me, Dirck van Schelluyne, notary public admitted by their high mightinesses the states general of the United Netherlands, residing in the colony of Rensselaerswyck, and before the hereinafter named witnesses, Hans Coenraetsz, baker,[3] dwelling in the village of Beverwyck in N: Netherland, and acknowledged that he had bought of Hans van der Lip, late trumpeter to His Excellency

[1] He generally signs his name "Arnout Cornelis Vielen."
[2] The date is changed from the 7th to the 12th.
[3] Hans Coenraetsen van Neurenburch (Nuremberg, Bavaria), formerly *adelborst* (cadet) in the service of the Dutch West India Company.

Mauritius count of Nassau,[1] the just half of a house upon a lot granted by his excellency in Brazil upon the marketplace in Mourisstat, bounded on the one side by the old kitchen of his excellency, according to the tenor and contents of the contract of sale thereof dated the 27th of March 1643, executed before Notary Francois Montanier and certain witnesses, and that for the sum of twenty-seven hundred guilders, the other half being owned by the appearer, also according to proof thereof; and whereas the land of Brazil now belongs to the state of Portugal and he, the appearer, is advised that those who heretofore built houses in Brazil are to be satisfied and indemnified therefor in Holland, therefore he, the appearer, declares that he hereby constitutes and appoints Mr Abraham Coyen and Cornelis Spycker, merchants at Amsterdam in Holland, his attorneys, jointly and severally to solicit, collect and receive of their said high [376] mightinesses, or of the Chartered West India Company, or whomsoever it concerns, such payment for said house as in fairness shall be found proper; acquittance for the receipts to grant and to release from all demands; and furthermore all things to do, transact and perform which may be needful and which may seem to them proper; promising at all times to hold valid whatever in the matter aforesaid may be done and performed by said attorneys, without any opposition. Thus done and executed in Beverwyck in N: Netherland, in presence of Pieter Loockermans and Harmen Thomansz van Amersfort,[2] shoemaker, called as witnesses hereto.

This mark was H made by HANS COENRAETS, aforenamed

Pieter Loockermans
Harman Thomasz

D. V. SCHELLUYNE, *Not. Pub.*
1663

Affidavit of Arent Jansen and Thomas Powell as to Hans Coenraetsen's ownership of the above-mentioned house in Brazil

On this day, the 12th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Thomas Paul van Herrifort[3] and Arent Jansz, carpenter, dwelling in Beverwyck in N: Netherland, and declared at the request of Hans Coenraets, baker here, that according to the best of their recollection the requirer [*Requirant*, i. e. Coenraets]

[1] Johan Maurits, count of Nassau-Siegen, governor of Brazil.
[2] Harmen Thomassen Hun, from Amersfoort.
[3] Thomas Powell, from Hertfo_d(?), England.

and Hans van der Lip in the year 1641 built and constructed a house upon a lot granted to them by His Excellency Count Mauritius de Nassou, in Maurits stadt in Brazil, and that the requirer occupied the same for many years; Arent Jansz giving as reasons for his knowledge thereof that he was a carpenter in Brazil in the service of the honorable company and had been several times in said house and in said year 1641 returned from Brazil; and Thomas Paul that he was then at the time a sergeant in Brazil under Captain Adam Wilschut and afterwards lieutenant [377] of the company of Captain Claudio Messu, and that the appearer [*Comparant,* i. e. Coenraets] dwelt in said house about twelve years; they, the deponents, not knowing otherwise but that the appearer owns the just half of the said house. All of which they are ready if need be to confirm by oath when required. Thus done and executed in Beverwyck in New Netherland, in presence of Pieter Loockermans and Harmen Thomasz van Amersfort, shoemaker, called as witness hereto.

THOMAS POWELL
ARENT JANSEN, *timmerman*

Pieter Loockermans, as witness
Harman Thomasz, as witness

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Daniel de Hondecoutre to Willem de Maerschalck

[378] On this day, the 11th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Daniel Hondecoutrier, trader here, proposing to depart for Holland, and declared that he constituted and appointed hereby Mr Wilhem Marchalck, also trader here, his special attorney to demand, collect and receive of diverse persons, his debtors, dwelling here in Beverwyck, at the Manhatans and elsewhere, payment of such sums in beavers and other goods at beaver price, as are coming to him from the same, according to accounts, obligations and proofs thereof placed in the hands of the attorney; to sell the remainders of merchandise (all placed also in the hands of the attorney with an inventory) to the best advantage; acquittance to grant for receipts; and in case of unwillingness the unwilling debtors to constrain to pay by legal process and rigor of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; finding himself aggrieved, to challenge [the judgment] and to appeal therefrom and said challenge

and appeal also to prosecute; likewise with power to arrange, agree and compound, and one or more persons to substitute in his place, having the same or limited power; promising at all times to hold as valid all that may be done and performed in the matter aforesaid by said attorney, or said substitute, without any opposition; provided that the attorney be holden a proper return to make of his said transactions and receipts when requested.

Thus done and executed in Beverwyck in N: Netherland, in presence of Mr Jan Cornelissz van der Heyde and Cornelis van Schelluyne, called as witnesses hereto.

DANIEL DE HONDECOUTRE

Jan Cornelisz Vander Heyden
Cornelis van Schelluyne

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Storm Albertsen van der Zee to Willem de Maerschalck and Daniel de Hondecoutre

[379] On this day, the 12th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Storm Albertsz van der See, trader here, who acknowledged that he was well and truly indebted to Messrs Willem Marschalck and Daniel Hondecoutre, also traders here, in the sum of fourteen hundred and eighty-seven guilders and seventeen stivers, growing out of the purchase and delivery of blankets and other goods to his content received; which said sum of fl. 1487–17 he promises to pay in good, whole beaver skins reckoned at eight guilders apiece, so soon as said goods shall be sold, and those not sold the appearer shall deliver up again in payment, at the price said goods according to the account were purchased for; and in case said appearer happens to die, then shall Hendrick Bries, master shoemaker here (also appearing here), take possession of and sell said goods in manner as above. For the performance and satisfaction hereof they, the appearers, bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done and executed in Beverwyck in New Netherland, in presence of Mr Jan Nack and Cornelis van Schelluyne, called as witnesses hereto.

STORM VAN DER ZEE
HENDRICK BRIES

Jan Nack
Cornelis van Schelluyne

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Jan Nack to Willem de Maerschalck and Daniel de Hondecoutre

[380] On this day, the 12th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Jan Nack,[1] trader here, who acknowledged that he had received from the hands of Messrs Willem Marschalck and Daniel Hondecourte in merchandise, duffel, blankets and other goods, the sum of twenty-five hundred and sixty-four guilders and sixteen stivers, which said merchandise and goods he promises to trade to the best profit of said creditors for good beavers and peltries, he, the appearer, to receive the just half of the profit to be made thereon. For the performance and satisfaction hereof he binds his person and estate, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Storm Albertsz van der See and Hendrick Bries, master shoemaker, called as witnesses hereto.

JAN NACK

Storm van der Zee
Hendrick Bries

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Hendrick Cornelissen Maessen to Stoffel Jansen Abeel

[381] On this day, the 12th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Hendrick Cornelisz Maessz, proposing to return to Holland, and acknowledged that he has received from the hands of Stoffel Janssz Abeel the quantity of twenty-five good beaver skins, reckoned at eight guilders apiece, for which beaver skins he promises to pay to Mr Jan Hendricxsz Sybingh, merchant in Amsterdam in Holland, or the lawful bearer hereof, in silver or gold specie Holland value as much as the beavers are then sold for in the Holland market; and in default of this, he promises to pay said 25 beavers here in this country on demand, without loss or expense, with interest on the same at ten per cent per annum, commencing (in that case) on the date hereof and running until the full and effectual payment thereof; therefor binding his person and estate, nothing excepted, subject to the

[1] Jan Nack was from Utrecht. The bans of his marriage to Catharina Roemers were registered at New Amsterdam on October 28, 1663.

authority of all courts and judges. Thus done and executed in Beverwyck in N: Netherland, in presence of Cornelis Theunisz Bos and Leendert Phillipsz,[1] as witnesses hereto called.

This mark X was made by Hendrick Cornelisz Maessz

Cornelus Thonisen Bos
Leendert Phyles

D. V. Schelluyne, *Not. Pub.*
1663

Bond of Cornelis Theunissen Hoogeboom to Jacob Hendricksen Tery

[382] On this day, the 12th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Cornelis Theunissz Hoogeboom, who acknowledged that he was well and truly indebted to Jacob Hendricxsz Tery in the sum of four hundred guilders, in seawan, growing out of the matter of a like sum which he, Tery, has undertaken to pay on account of the said appearer to Mary Goossens; which said sum of four hundred guilders he, the appearer, promises to pay to said Tery, or the lawful bearer hereof, on the last of the month of October next, punctually, without longer delay; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Mr Wilhem Marschalck and Cornelis van Schelluyne, called as witnesses hereto.

This mark VII was made by Cornelis Theunissz, aforenamed

Willem De Maerschalck
C. V. Schelluyne

D. V. Schelluyne, *Not. Pub.*
1663

Power of attorney from Maria Wessels to Johannes Provoost

[383] On this day, the 15th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, *Juffrouw* Maria Wessels, spinster (*jonge dochter*), dwelling at Amsterdam in New Netherland, at present

[1] Leendert Philipsen Conyn.

here in Beverwyck, and declared that she constituted and appointed hereby Mr Johannes Provoost, clerk of the honorable court here, her special attorney to demand, collect and receive of Mr Adriaen Gerritsz, administrator of the goods and effects of Dirck Jansz Croon, here in this country, a certain sum of ten hundred Carolus guilders, Holland money, or the value of the same, as is due to her by the same by virtue of the testament thereof; furthermore to demand and sue for the half of the property of said Dirck Janse Croon, because he had promised to marry her, according to evidence thereof existing, and now on the contrary has married another; therefore acquittance for receipts to grant, and in case of unwillingness to proceed against him at law unto judgment and the extreme execution thereof; but with power to agree, arrange and compound; and furthermore all things to do, transact and perform in or out of court which may be needful and may seem to him proper; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by said attorney, without any opposition; provided the attorney be holden a proper return to make of his said transactions and receipts when required. Thus done and executed in Beverwyck in N: Netherland, in presence of [blank], called as witnesses hereto. [The document is not signed.]

Power of attorney from Jan Labatie to Ludovicus Cobes

[384] On this day, the 18th of September 1663, Mr Jan Labate declared that he hereby constituted and appointed Louies Cobes, court messenger of Fort Orange and the village of Beverwyck, his special attorney to demand, collect and receive from diverse persons his debtors here and in the vicinity payment according to obligations, accounts, and vouchers thereof placed in the hands of the attorney; therefore, acquittance for receipts to grant; the unwilling to coerce to payment by legal process and rigor of justice; to which end all the terms of the courts to observe unto judgment and the extreme execution thereof; with power also to agree, arrange and compound; furthermore all things to do, transact and perform which may be needful and which he may think proper; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by the said attorney, without any opposition, provided he be holden a proper return to make

of his said transactions and receipts. Done in Beverwyck in New Netherland, in presence of the undersigned witnesses, dated above.

JAN LABATIE

As witnesses { *Jan Nack*
C. V. Schelluyne

D. V. SCHELLUYNE, *Not. Pub.*
1663

Substitution of Matheus de Vos for Philip Pietersen Schuyler as attorney of Gerrit Schuyler

[385] On this day, the 20th of September 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Phillip Pieterssz, trader in Beverwyck, and declared that by virtue of a power dated the 5th of June 1658, executed by Gerrit Schuyler, a Cologne skipper,[1] before the notary Jacob de Winter and certain witnesses at Amsterdam in Holland, containing the clause of substitution shown to us, the [present] notary, and witnesses, he hereby substituted and put in his place Mr Matheus de Vos, also a notary, at Amsterdam in New Netherland, especially to demand, collect and receive from the widow and relict of the late Gabriel de Haes payment of certain two hundred six dollars Holland value, (which should have been paid long ago in Holland) honestly due to said Gerrit Schuyler, according to proof thereof, a copy of which with this is placed in the hands of the substitute, and that with expenses, damage and interest thereon. Therefore, in case said widow at the earliest opportunity (at latest in the year 1664) can pay said sum with the interest by exchange on Holland, (furnishing therefor in this country secure and sufficient sureties, to the end that in case of need said sureties jointly and in solido remain holden for the payment of said bill of exchange on demand, to be satisfied without expense and loss), in such case and under such reservation to grant her acquittance; and in case of unwillingness, by legal process to constrain her to the payment of said two hundred six dollars here in this country in goods of such worth and value in Holland currency (as must be paid in Holland) as the judge in this country shall adjudge to be just); to this end all the terms [386] of the courts to observe, all in compliance with and according to the tenor and contents of said power, and furthermore all things to do, transact and perform which may be needful and which he shall judge proper; promising at all times to hold and cause to be holden valid whatsoever shall

[1] *Keulsse schipper; i. e.* skipper sailing between Amsterdam and Cologne.

be done and performed by the said substitute by virtue hereof, and of said power of attorney; provided he remain holden a proper return to make of his said transactions and receipts when required. Thus done and executed in Beverwyck in New Netherland, in presence of Arent Janssz, master carpenter, and Myndert Harmensz, called as witnesses hereto.

PHILIP PIETERSZ SCHUYLER

Arent Jansen
Meyndert Harmensz [1]

D. V. SCHELLUYNE, *Not. Pub.*
1663

Agreement between Gysbert Cornelissen and Thomas Coninck regarding the products of the farm now occupied by said Coninck

Whereas Gysbert Cornelisz, farmer on the hill [2] in the colony of Rensselaerswyck, has acquired by purchase of Marten Cornelissz the buildings consisting of house and barn lying in said colony, at present occupied by Thomas Coninck, together with this harvest's produce of the field and garden sowed by said Coninck, therefore they, the contracting parties, acknowledge that they have agreed and covenanted in friendship that Thomas Coningh shall now enjoy the garden and field products of said land and nothing more, provided he pay to the honorable director of [387] this colony the rent due for two years; accordingly, he, Thomas Coninck, has no claim or demand whatever on said land or buildings, and is hereby released from all further demands. And the contracting parties promise nevermore to do nor cause to be done anything contrary hereto, binding themselves thereto as by law provided. Thus done and subscribed by the contracting parties in Beverwyck in New Netherland, in presence of Anthony Janssz, court messenger, and Willem Martenssz Huys, as witnesses, 20 Sept. 1663.

This mark X was made by GYSBERT
CORNELISZ, aforenamed
TOMAS CONI[N]CK

Anthony Jansz
Willem Martensz Hues

D. V. SCHELLUYNE, *Not. Pub.*
1663

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[1] Meyndert Harmensen van den Bogaert, the son of Surgeon Harmen Meyndertsen van den Bogaert.

[2] *bouwman aende berch;* referring to Gysbert Cornelissen van Breuckelen, who occupied the farm called the *Berch,* or the *Hoogeberch.* See *Van Rensselaer Bowier Mss,* p. 769.

Power of attorney from Harmen Thomassen Hun and his wife to Jan van Dorp and Baeyken Adriaens

On this day, the 1st of October 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Harmen Thomassz van Amersfort,[1] master shoemaker, dwelling in the village of Beverwyck near Fort Orange, and Catelyntie Berck, his wife, formerly widow of the late Dirck Bensinck, to the undersigned witnesses known, and declared that inasmuch as Adriaen van Laer and Jan Cloete are to remain for the present in this country, whom the subscribers constituted [388] their respective attorneys, to wit, Van Laer by power of date the 5th of July A°. 1661,[2] executed before me, the notary, and certain witnesses, and Cloete by power executed the 26th of August A°. 1662,[3] before Notary Salomon Lachair, deceased, and certain witnesses in Amsterdam in N: Netherland, both of these powers are hereby revoked, canceled and annulled and in place thereof the subscribers have constituted, authorized and appointed, as hereby they do constitute, authorize and appoint their brother-in-law, Jan van Dorp van Elsloo, dwelling at Sittert in the land of Gulick,[4] and Baeyken Adriaens, mother of said Van Laer, dwelling in the *Cappel steech* at Amsterdam in Holland, jointly and severally their special attorneys to demand, collect and receive at the Orphan chamber in said city of Amsterdam a certain just portion inherited by and devolved upon her, Catalyntie Bercq, by the death and decease of Tryntje Jan's daughter van Rechter, her deceased mother, late wife of Cornelis Stoffelsz Bul, who died at Amsterdam aforesaid in the year 1656; which said portion is entrusted to said Orphan chamber, according to the letter from her said brother-in-law, Jan van Dorp van Elsloo, dated the 15th of April last; likewise the amount due her from the honorable chartered East India Company; therefore, acquittance for receipts to execute; for all subsequent demands to become personally responsible or to offer sufficient sureties to the satisfaction of the honorable orphan masters and directors of the East India Company respectively, at Amsterdam aforesaid, or elsewhere as may be fitting; and furthermore [389] in the matter aforesaid all things to do, transact and per-

[1] Harmen Thomassen Hun, from Amersfoort.

[2] See pages 79–80.

[3] See Holland Society of New York, *Year Book*, 1900, p. 147–48, where the name of the attorney is given as Jan Knoet of Nuwenroo.

[4] The Dutch name for the duchy of Jülich. Sittert, or Sittard, formerly belonged to the dutchy of Jülich, but is at present included in the province of Limburg, Netherlands. Elsloo is a village on the Maas, a few miles north of Maastricht and about the same distance southwest of Sittard.

form, which may be needful and seem to him proper for the best interests of the subscribers; promising at all times to hold as just whatever may be done and performed in the matter aforesaid by said their attorneys either jointly or severally, without any gainsaying, provided that the attorneys be holden a proper return to make of his or their transactions and receipts when requested. Thus done and delivered in Beverwyck in N: Netherland, in presence of Leendert Phillipse and Jan Harmensz Windorp, neighbors of the subscribers, called as witnesses hereto.

HARMAN THOMASZ
This mark X was made by CATARINA BERCK, aforesaid

Leendert Phyles
Jan Harmensen Weendorp

D. V. SCHELLUYNE, *Not. Pub.*
1663

Extension of lease of a house and brewery from Reyndert Pietersen and Jacob Hevingh to Jan Harmensen Weendorp

This day, the 4th of October 1663, Reyndert Pietersz and Jacob Hevingh, jointly and in company of the first part, and Jan Harmensz Windorp,[1] of the second part, contracted and agreed with each other in manner following: Jan Harmensz shall until the last day of August 1664, or until such time before that date as he returns to Holland, have the further lease and use of the house which he has occupied since the 1st of June last, together with the brewery, mill and mill house, brewing apparatus, good and bad as they stand, and the horse stable, which stand and lie together in the village of Beverwyck and are known to the lessee; [390] for which from the 1st of June last until August aforesaid the lessee shall pay no rent, but remain in possession of the house without being bound to make any repairs thereon; and as regards the mill and the brewery, which as well as the implements have fallen into decay, he shall repair the same at his own expense and use them for his accommodation and convenience during the aforesaid time. Likewise he shall be holden to rebuild the kiln and to provide a new kiln cloth, the cooler, vat, tubs and other needful

[1] He signs his name Weendorp, which may be a Dutch spelling of Wendorf, a village near Wismar, in Mecklenburg–Schwerin. June 8, 1663, Jan Hermzen Windorp was ordered to pay the burgherright at New Amsterdam before leaving for Fort Orange. See "Executive Minutes of the Burgomasters," in *Minutes of the Orphanmasters Court of New Amsterdam*, 2:175, 177.

things for his convenience and moreover 30 good half barrels and at the end of this lease to deliver up the same in good usable condition; provided that the lessors shall then pay to the lessee twelve and a half skipples of good wheat and the lessee on the other hand a half barrel of good beer. Finally for all accidents to the property occurring without the fault of the lessee and his people, he shall be held guiltless and not responsible. For the performance and satisfaction of these the respective parties mutually bind their persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck, dated as above in the presence of the undersigned witnesses.

This mark R P was made by Reyndert Pietersz, aforenamed
This mark X was made by Jacob Hevingh, aforenamed
Jan Harmensen Weendorp

As witnesses:
Lambert Van Neck
Jan: Cornelisz: Vander Heyden

D. V. Schelluyne, *Not. Pub.*
1663

The above written contract was satisfied by Jan Harmensz the 11th of July 1664.

This mark XI was made by Jacob Hevingh

Bond of John Willett to Philip Pietersen Schuyler

[391] On this day, the 20th of October 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr John Willet, free trader dwelling formerly in New England, at present here at Fort Orange, and acknowledged that he was well and truly indebted to Mr Phillip Pietersz Schuyler in the sum or quantity of two hundred and ninety-eight good Peruvian or Mexican pieces of eight reckoned at forty-eight stivers a piece in good Holland value, or such specie as is current there, but he guarantees that each of said pieces shall count fifty stivers in Holland; growing out of the matter of good beavers of like value as above, to his content received before the execution hereof; which aforesaid two hundred and ninety-eight pieces of eight, the subscriber promises to pay to said Schuyler, or to the

lawful bearer hereof, here in Fort Orange, at the latest in the month of May 1664 next coming, punctually and without longer delay; binding for himself, his heirs and successors, his person and estate, real and personal, nothing excepted, subject to the authority of all courts and judges, for the recovery in case of need of the payment thereof without loss or expense. Thus done and executed in Beverwyck near Fort Orange in N: Netherland, in presence of Mr Jan Dareth and Anthony Jansz, court messenger of the colony of Rensselaerswyck, called as witnesses hereto.

JOHN WILLETT

Jan Dareth
Anthony Jansz

D. V. SCHELLUYNE, *Not. Pub.*
1663

Bond of Juriaen Teunissen Tappen to Jan Harmensen Weendorp

[392] On this day, the 2d of November 1663, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jurriaen Theunissz,[1] innkeeper here, who acknowledged that he was well and truly indebted to Jan Harmensz Windorp in the sum of seven hundred and thirty-six guilders and five stivers for the purchase and delivery of three hogsheads of brandy, reckoned at forty-four guilders the anker; which said sum of 736 gl. 5 st. the subscriber promises to pay to said Jan Harmensz Windorp, or to the lawful bearer hereof, in good, whole, merchantable beaver skins reckoned at eight guilders apiece, in the month of June 1664, punctually and without longer delay; therefore binding his person and estate, real and personal, having and to have, nothing excepted, subject to the authority of all courts and judges, for the recovery if need be of the payment thereof without expense or loss.

JUREYAN TUNSEN

Thus done and executed in Beverwyck, in the presence of Jan Clute and Jan Scheckel called as witnesses hereto.

Johannsz Clute
Jan Scheckel

D. V. SCHELLUYNE, *Not. Pub.*
1663

[1] Juriaen Teunissen Tappen.

Appraisal of a sawmill and appurtenances belonging to Wynant Gerritsen van der Poel and the widow of Abraham Pietersen Vosburgh

[393] This day, the 6th of November 1663, pursuant to order of the honorable court of the colony of Rensselaerswyck, at the request of Wynant Gerritsz, Willem Bout and Pieter Meussz have in the presence of Theunis Spitsenberch inspected, viewed and to the best of their knowledge valued the sawmill and dwelling house belonging to said Wynant and the widow of Abraham Vosburch in partnership, as they at present stand, and find that the mill and dwelling house (being much out of repair) are worth the sum of twelve hundred and fifty guilders in seawan.

List of the tools belonging to them jointly

7 upper clamps
9 under clamps
9 wedges
4 bars of the frame
1 small sledge
1 crosscut saw
1 hand saw
1 saw set
1 cant hook
7 old saws and one piece
1 arm of a crank
1 piece of old iron weighing 2 or 3 lbs.

Which they appraise and consider together to be worth the sum of six guilders and ten stivers in beavers. Done in the colony of Rensselaerswyck, dated as above.

This mark X was made by Willem Bout
Pieter Meesz Vrooman
Teunis Cornelise van de Pol[1]
In my presence,
D. V. Schelluyne, *Not. Pub.*
1663

Appraisal of three hogsheads of tobacco by Gerrit van Slichtenhorst and Jan Gerritsen van Marcken, arbitrators chosen by Isaack de Haen and Juriaen Teunissen

[394] On this day, the 9th of November 1663, appeared before me, Dirck van Schelluyne, notary public, and before the after-

[1] Teunis Cornelissen van der Poel *alias* Spitsenberch. See *Van Rensselaer Bowier Mss*, p. 846, and Munsell's *Collections*, 4:182.

named witnesses, Mr Gerard Slechtenhorst, magistrate of Fort Orange and Beverwyck, and Jan Gerritssz van Mercken, who declare at the request of Mr Isaacq de Haen, trader here, that they were asked yesterday by the requirer [De Haen] and Jurriaen Theunissz as impartial persons to examine and view three hogsheads of tobacco sold by De Haen to Jurriaen as good, merchantable tobacco, which they, the subscribers, having done to the best of their knowledge, find two of the hogsheads to be good and merchantable tobacco and worth what they were sold for; but the third hogshead of tobacco they find and judge not to be worth as much as one-half of either of the other two hogsheads, but they have consented to appraise it at half the value because Jurriaen has opened it and sold some out of it, and in order that the parties might thus settle their dispute; and they are ready if need be and required to confirm the same on oath. Thus done and executed in Beverwyck in New Netherland in the presence of Mr Gerart Swart, sheriff of the colony of Rensselaerswyck, and Mr Folckert Janssz, called as witnesses hereto.

Gerrit van Slichtenhorst
J. G. v. Marcken

G: Swartt
Volckart Janssz

Will of Cornelis Segersen van Voorhout and his wife

[395] In the name of the Lord, Amen. Know all men that upon this 22d day of November 1663, about eleven o'clock in the morning, before me, Dirck van Schelluyne, notary public, and the hereinafter named witnesses, personally came and appeared Cornelis Segersz van Voorhout, husbandman, and Brechie Jacob's daughter, his wife, dwelling in the colony of Rensselaerswyck, to me, the notary, and the afternamed witnesses known, said Cornelis Segers being sound of body and she, Brechie Jacob's d^r^., indisposed, though up and about, both having perfect command and use of their faculties, reason, memory and understanding as far as one could judge from outward appearances; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof, and therefore wishing to anticipate the same by a proper disposition of their temporal estates, declare that without any inducement, persuasion or misleading of any persons they have mutually made, ordained and determined this their last will and testament in manner follow-

ing: First and before all commending their immortal souls, whenever they shall be separated from their bodies, to the gracious and merciful hands of God, their Creator and Redeemer, and their bodies to a Christian burial, and jointly and severally declaring that heretofore they have neither made nor executed any testamentary disposition and they, the appearers and testators, therefore now proceeding hereby to make and to dispose in the matter, they, the appearers and testators, by these presents do nominate and institute [396] as their sole and universal heirs, their children, viz: Cornelis Cornelissz van Voorhout, Lysbet Cornelis, wife of Mr François Boon,[1] Jannetie Cornelis, wife of Jacob Schermerhoorn, Neeltie Cornelis, wife of Hans Carelssz, and the children of Claes Cornelissz van Voorhout, deceased, representatives of their father, and that with regard to the entire estate, real and personal, claims and credits, gold and silver, coined and uncoined, jewels, clothing, linen and woolen, household furniture, etc., nothing excepted or reserved, which the survivor of both of them shall vacate and leave behind at his or her death, to do therewith as with their own property, without question or opposition from any persons; provided nevertheless and with this express restriction and condition that the survivor of both of them shall remain in full possession of the estate and enjoy the income and usufruct thereof during his or her life, [the testators] therefore not willing nor desiring that any accounting or inventory of the estate shall be demanded of the survivior, under any pretext whatever, but that the same on the death of the one longest living shall at once be apportioned and divided between the said children, or in case of the decease of their aforesaid children the grandchildren in the place of their parents as hereinbefore stated. Finally, the testatrix likewise hereby bequeathes to said Neeltie Cornelis, her youngest daughter, all the linen and woolen clothing which she may die possessed of, to be immediately possessed and made use of on her death; all this for good reasons the appearers' minds thereto moving. [397] All which aforesaid conditions they, the appearers and testators, mutually declare to be their last will and testament, willing and desiring that the same, after the decease of the first of the two, shall be executed and performed, and that the same shall have effect whether as testament, codicil, donation, gift in anticipation of death, or other-

[1] He was a son of François Boon, *the rector*, or principal, of the Latin school at Nykerck. See G. Beernink, *De Geschiedschrijver en Rechtsgeleerde Arend van Slichtenhorst en zijn vader Brant van Slichtenhorst*, Arnhem 1916, p. 32, 152.

wise, even though certain formalities demanded by law or practice have not herein been fully observed and complied with; desiring that the utmost benefit may be enjoyed herefrom, and that one or more copies hereof may be made and delivered by me, the notary, in the usual form, to be used as occasion may require. Thus done and executed in the colony of Rensselaerswyck, in the presence of Wouter Albertsz van den Uythoff, baker, and Harmen Thomasz van Amersfort, shoemaker, both dwelling in Beverwyck, called as witnesses hereto.

CORNELIS ZEEGERSZOON VAN VOORHOUT
This mark X was made by BRECHIE JACOB'S d^r., aforenamed

Wouter Albertsen
Harman Thomansz

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Philip Pietersen Schuyler to Paulus Cornelissen

[398] This day, the 6th of December 1663, Mr Phillip Pietersz Schuyler declares that he hereby constitutes and appoints the bearer hereof, Paulus Cornelissz,[1] proposing to depart for the Esopus, his special attorney to demand, collect and receive either in an amicable way or else by means of judicial proceedings from Tjarck Claessz de Wit, dwelling in the Esopus aforesaid at Wildwyck, the sum of two hundred and fifty-six guilders, or 32 beavers, or the value thereof in grain, which he, de Wit, is bound to deliver here without loss or damage in accordance with an obligation dated the 10th of July 1661, the original of which is placed in the hands of the attorney; together with eighteen guilders in beavers on account of the purchase and delivery of a kettle; therefore, for receipts acquittance to grant and in case of refusal to constrain him by rigor of law and justice to the payment thereof with costs, damage and interest on the same; likewise by attachment against his person and estate to proceed to judgment and the extreme execution thereof; and furthermore all things to do, perform and transact which may be needful and may seem to him proper; promising at all times to hold as true whatever in the matter shall be done and performed by said attorney, without any opposition,

[1] Paulus Cornelissen van Flensburg?

provided that the attorney be holden a proper return to make of his said transactions and receipts when required. Done in Beverwyck in N: Netherland, dated as above.

As witnesses: PHILIP PIETERSZ SCHUYLER
G: Swartt
Jan Roelofsz[1]

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1663

Contract for the sale of an outfit of clothes from Aert Goossens van Twiller to Gerrit Gysbertsen (canceled)

[399] On this day, the 27th of December 1663, Aert Goosens van Twieler acknowledges that he has sold and Gerrit Gysbertsz, farm servant on the farm of the late Jan Barentsz Wemp, that he has bought and last evening to his content received all the clothes which he then had on his body, took off and handed over to the buyer; to wit, a cloth coat, a black bombazine suit, black hat, a cravat, smock frock, shirt, two pairs of stockings and a pair of shoes, inclusive of a pocket handkerchief and a tobacco box which he had in his pocket; for which the said Gerrit Gysbertsz, the buyer, promises to pay the quantity of thirty-two good, whole,

[1] His signature is the same as that of Jan Roeloffsen, the son of Anneke Jans Bogardus by her first husband Roeloff Jansen van Masterland, who with other heirs of the said Anneke Jans on June 21, 1663, signed a contract for the sale of the mother's house to Dirck Wesselsen Ten Broeck. The same signature is affixed also to a deed of June 18, 1659, which refers to a patent for land in Beverwyck granted to Jan Roeloffsen on March 24, 1654. He was undoubtedly the same person as Jan Roeloffsen who on November 25, 1654, took the oath as surveyor of Beverwyck and in all probability he must also be identified with Jan Roeloffsen who on February 10, 1654, testified before the court at Beverwyck that he was 20 years of age and *van deesen lande geboortigh*, meaning that he was born in New Netherland. In *Early Records of Albany*, 1:1, 269, and other places, Professor Pearson has supplied after the name of Jan Roeloffsen the words "De Goyer," thereby confusing him, as has been done also in *History of the Schenectady Patent*, p. 140, 263, with Jan Roeloffsen de Goyer, who perished in the burning of Schenectady in 1690. This man, as his name indicates, came from the Gooi, or Gooiland, in the province of North Holland. He had a wife Laefie Pieters, whom he ill-treated in such a way that the court took cognizance of the matter and that on December 5, 1682, he was forced to make a solemn promise to live in harmony with her. Jan Roeloffsen, the son of Anneke Jans was still unmarried at the time of his mother's death in 1663. See *Deeds*, 2:166, 225, 402 (translated in *Early Records of Albany*, 1:251, 269–70, 324); *Court Minutes*, 1652–56, p. 96, 170; *Proceedings of the Justices of the Peace*, 1680–85, p. 339; *Albany Annals*, 4:14–15; *Van Rensselaer Bowier Mss.* p. 56–57, 308, 806; *Documentary History of New York*, oct. ed. 3:305; and will of Anneke Jans in this volume.

merchantable beaver skins, reckoned at eight guilders apiece, on the following conditions:

Whereas the seller proposes, with God's help, to depart for Holland next year, 1664, in one of the Holland ships which are then expected at Manhatans, therefore the buyer shall be holden and promises by these presents the said thirty-two beavers to pay to the seller promptly and precisely, without any delay or exception, as soon as and whenever the seller's name shall be posted in the customary place [as among those who intend] to depart for Holland; but in case the seller before the posting of his name as above happens to die, the buyer shall not be holden to pay anything whatever for said clothing; but after the posting of his name and before the ship departs, if the seller falls sick, or indisposed, or dies (which God forbid) then shall said thirty-two beavers nevertheless be paid; and for [400] the greater security of good and punctual payment of said beavers there have offered themselves as sureties, namely, [blank] for sixteen of said beavers and [blank] for the remaining sixteen beavers. Finally, the seller shall in like manner be holden to give sufficient sureties when he receives said beavers for his certain departure for Holland, accidents excepted as above, which security shall last until he shall sail with the ship from the roadstead at Manhatans, and no longer. For the execution and performance of what is written above, the parties mutually bind their persons and estates, nothing excepted, subject to the authority of all courts and judges; in good faith, without craft or guile, these are subscribed in Beverwyck in New Netherland on the date above written in presence of [blank].

The parties hereto have mutually withdrawn from and given up the above contract of sale, each party remaining free, and the contract is therefore canceled. *Datum ut supra.*

Articles of separation of Steven Jansen Coninck and Maria Goossens

[401] This day, the 29th of December 1663, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Steven Janssz Coninck[1] and Maria Goossens, married people, making known that on account of divers

[1] Apparently the same as Steven Jansen, carpenter, who with his wife and child came to the colony from Manhattan in 1649. See *Van Rensselaer Bowier Mss,* p. 839, and *Early Records of Albany,* 1:193–94, 223–25, 230–33. His wife was probably a daughter of Goossen Gerritsen van Schaick.

disputes and differences (God help them) they, the appearers, now for more than eight years have kept apart and been separated from bed and board with the knowledge and consent of the honorable court of Fort Orange; and as there is no likelihood that the appearers (as they declare) will again unite to live together in quietness, peace and godliness, therefore, in order to prevent further strife and mischief, they deliberately and after mature consideration do hereby fully and absolutely absolve each other henceforth and forever from their nuptial bonds and marriage relation, without ever holding any further intercourse with each other in any manner whatever, but on the contrary mutually granting each other freedom to marry, live and keep house together in any way that shall be consistent with ecclesiastical or worldly law and statutes, requesting therefore all honorable courts, tribunals and judges to whom these presents may be shown that the utmost benefit hereof may be enjoyed. Respecting the children which they have begotten together, Maria Goossens shall at her own charge maintain, nourish and educate the same, he, Steven Jansz, renouncing his paternal obligations; and therefore Maria Goossens shall remain in full possession of the estate, all debts and credits for her own profit and loss. And as respects the debts which have been incurred by one or the other during their separation from [402] each other, each shall assume and pay his own.

They, the appearers, promise faithfully to perform the contents of these presents and nevermore to do nor cause anything to be done contrary to the same either in or out of court, in any manner whatever, binding themselves thereto by law provided. Thus done and executed in the colony of Rensselaerswyck in N: Netherland, in presence of Messrs Arent van Curlar, commissioner and councilor, and Gerard Swart, sheriff, of said colony, as witnesses hereto called.

This mark + was made by MARIA GOOSSENS, aforenamed
This mark + was made by STEVEN JANSSZ, aforenamed

A: van Curler
G: Swartt

D. V. SCHELLUYNE, *Not. Pub.*
1663

Power of attorney from Maritie Mynderts, widow of Jan Barentsen Wemp, to Poulus Cornelissen, Thomas Chambers and Hendrick Jochemsen

[406][1] This day, the 10th of January 1664, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Maritie Myndertsz, widow of the late Jan Barentsz Wemp,[2] dwelling in the said colony [of Rensselaerswyck], and declared that she hereby constituted and appointed Poulus Cornelissz, Thomas Chambris[3] and Hendrick Jochemssz jointly and severally her special attorneys in legal manner and therefore with the consent of the honorable court of the village of Wildwyck in the Esopus to take, attach and hold in safe-keeping the farm, comprising the land, house, barn, ricks, grain, horses and cattle as well as household furniture and other effects, goods, implements, claims and credits, belonging to Aert Pietersz Tack[4] and possessed by the said Tack's wife in the Esopus, and after making an inventory thereof to hold everything securely until the subscriber be fully paid and satisfied whatever is due to her from him according to the proofs thereof in part sent herewith to the attorneys and the rest to be delivered to them as soon as possible next spring, the said farm and other property being especially pledged and mortgaged to the subscriber; and furthermore all things to do and perform in this matter which may be needful and to the attorneys may seem advisable in the interest of the subscriber and her children, she promising at all times to hold valid whatever shall be done and transacted by said attorneys either jointly or severally by virtue of these presents, without any opposition, binding herself thereto as by law provided. Thus done and executed in the colony of Rensselaerswyck in N: Netherland, in presence of Jan Nack and Cornelis van Schelluyne, called as witnesses hereto.

This mark + was made by MARITIE MYNDERTSZ, aforenamed

Jan Nack
C. V. Schelluyne

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[1] Page 403 is blank and pages 404–5 contain a list of the instruments recorded on pages 406–82, which constitute part 4 of the volume, page 406 being originally numbered 1.

[2] Jan Barentsen Wemp died in the early summer of 1663. His widow soon after the date of this document married Sweer Teunissen van Velsen.

[3] Thomas Chambers.

[4] Aert Pietersen Tack was the son-in-law of Maritie Mynderts; see *Dutch Records of Kingston*, rev. tr. by Samuel Oppenheim, p. 156, and also p. 150–51, 157–58, where the court proceedings in this suit are found. See also petition of Poulus Cornelissen and Jan Cornelissen van der Heyden, agents of Marietje Meynderts, praying that the creditors of Wemp's estate may be ordered to refund the proceeds of sales of certain property in the Esopus, dated April 25, 1664, in *New York Colonial Mss*, 10:207.

Contract between Gerrit van Slichtenhorst and Cornelis Teunissen Hoogeboom regarding the latter's service as foreman in the tile yard

[407] This day, the 21st of January 1664, Mr Gerrit Slechtenhorst has hired and Cornelis Theunisz Hoogeboom[1] has bound himself faithfully to serve said Slechtenhorst in his pantile kiln in making tiles and whatever appertains thereto; also in cutting wood and in performing such other duties as he can render at the pleasure of said Slechtenhorst and to be obedient to him as a faithful servant ought to be; he, Hoogeboom, under the authority of said Slechtenhorst, to have the direction of the other laborers in the pantile kiln; which service shall last from this date until November next, or as long as the weather shall be suitable for tile making; for which service said Slechtenhorst promises to pay said Hoogeboom the quantity of sixty beavers, half in pantiles at beaver's value, besides reasonable board during his term of service. It is further stipulated that in case said Hoogeboom of his own fault happens to lose any proper work days, then for each day lost he shall be docked two beavers every time on his stipulated wages; and if he is sick or indisposed so that he can not work, he shall receive pay for his service according to the amount of time he has worked, without asking for or claiming more. For the execution and performance of which the respective parties mutually bind their persons and estates, nothing excepted, subject to the authority of all courts and judges.

Done in Beverwyck dated as above.

This mark LII was made by
CORNELIS THEUNISZ HOOGEBOOM
GERRIT SLICHTENHORST

Jacob Lokermans
Cornelis Bogardus

Contract of sale of a house and lot from Gerard Swart and Abraham Staets to Hendrick Cuyler

[408] On this day, the 27th of February 1664, appeared before me, Dirck van Schelluyne, notary public, and before the aftermentioned witnesses, Mr Gerard Swart and Abraham Staets, as attorneys for Mr Pieter Hartgers, of the first part, and Hendrick Cuyler, of the second part; the aforesaid attorneys acknowledging that they

[1] This is probably a mistake for Cornelis Pietersen Hoogeboom, who was a brickmaker and tilemaker in Beverwyck at that time.

had sold and Hendrick Cuyler that he had bought of them a certain, the sellers' (in their capacities as attorneys) house and lot with all that there in, upon and to is fast by nail or earth, and further with such servient and dominant estates and rights as said Hartgers has owned the same up to this date, according to the patent and deeds of ownership thereof, just as said house and lot stand and lie built upon, fenced and impaled and by the purchaser are used under lease, on the hill in the village of Beverwyck; bounded on the north side by Jacob Schermerhoorn, on the east side by the highway, on the south side by Sander Leendertsz and on the west side also by the highway; [1]which said house and lot are being sold and shall be delivered to the buyer free and unincumbered, without any charges thereon or issuing out of the same, saving the lord's right; for the purchase of which said house and lot said Hendrick Cuyler promises to pay the sum of eight hundred and fifty guilders in good, whole, merchantable beavers reckoned at eight guilders apiece, in three [409] instalments, the first just third part of said sum in the month of July next, the second in the month of July 1665, and the third in the month of July 1666, every time punctually and without longer delay; with the payment of the last instalment, said house and lot shall be lawfully conveyed to the buyer and the buyer shall take possession of and occupy said house and lot from the first of May next at his own risk and profit. For the execution and performance of the above the respective parties hereto mutually bind their persons and estates, nothing excepted, subject to the jurisdiction of all courts and judges. Thus done and executed in Beverwyck in New Netherland, in presence of Jurriaen Theunissz and Jan Hendricxsz van Bael, called as witnesses hereto.

G: Swartt
Abram Staas
Hendrick Coyler

Jureyan Tunsen
J. H. van Bael

D. V. Schelluyne, *Not. Pub.*
1664

Agreement by the relatives of the late Claes Cornelissen Swits not to prosecute Philip Hendricksen for the killing of said Swits

[410] On this day, the 1st of March 1664, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter

[1] This house and lot was on the east side of North Pearl street, near State street, and ran through to James street. J. P.

named witnesses, Elsie Tjarcx, wife of Phillip Hendricxsz, brewer, of the first part, and Jan Labatie, as husband and guardian of Jillissie Claesz, his wife, being full aunt of the late Claes Cornelissz Swits, and Isaack Cornelisz Swits, young man aged 20 years, brother of said Claes Cornelissz Swits, deceased, both for themselves and herein representing and taking the place of Adriaentie Cornelis Swits, mother of said Claes Cornelissz, deceased, and furthermore undertaking for all their other sister, brothers, relatives and kindred, of the second part; who made known that in the month of September last (God help them) an unfortunate accident happened, namely, that said Phillip Hendricxsz came with his gun *en passant* to shoot ducks on his land at Schenectady where said Claes Cornelissz was plowing by order of Mr Willem Tailler, whereat Phillip being angry, he forbade Claes to plow there any more and [told him] to move off the land, as he had more than once done before. Some words being had about this, Phillip finally said that he must go off the land with the plow or he would (with your leave) fire shot into his buttocks, as also he did; whereof said Claes about three or four hours later died; but he, Claes Cornelissz, immediately with heart and hand forgave said Phillip the shot as not having been intended as seriously as it turned out to be, as is also known to the aforesaid Isaack Cornelisz, then likewise present. Wherefore they, Jan Labatie and Isaack Cornelisz, for themselves and for their relatives and kindred aforenamed, cordially forgive said Phillip Hendricxsz and acquit him of said unfortunate manslaughter [411] committed upon said Claes Cornelisz, not desiring or meaning to take any revenge therefor themselves, nor that any should ever be taken by any of their kin, begging all honorable courts and tribunals before whom these presents may come to accord the like immunity, pardon and forgiveness to said Phillip Hendricxse, authorizing me, the notary, to issue an authentic instrument hereof to be used as the case may require. Thus done and executed in the colony of Rensselaerswyck in N: Netherland, in presence of Jacob Schermerhoorn and Matheus Abrahamsz, called as witnesses hereto.

JAN LABATIE

This mark X was made by ISAACQ CORNELISZ SWITS, aforenamed. Approved by us, the undersigned:

ADRIAENTIE CORNELIS, mother of the deceased, and by MYNDERT HARMENSZ and FRANSOIS HARMENSZ, nephews of the same,[1] this 7th of July 1664.

This mark × was made by ADRIAENTIE CORNELIS, aforenamed
MEYNDERT HARMENSZ
FRANS HARMANSZ

Jacob Jansen Schermerhooren
This mark M A was made by *Matheus Abrahamsz*

D. V. SCHELLUYNE, *Not. Pub.*
1664

Agreement between Goossen Gerritsen van Schaick and the orphan masters regarding the conveyance of certain property to his daughter Geertie in satisfaction of her interest in her mother's estate

[412] This day, the 4th of March 1664, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, the Honorable Goossen Gerritsz, magistrate of Fort Orange and Beverwyck, lately widower of the late Gerritie Brants,[2] of the first part, and Jan Verbeeck and Evert Wendel, in capacity of orphan masters of this place and as such guardians of Geertie Goossens (his daughter) on account of her mother, of the second part; and declared that they had amicably agreed and contracted with each other regarding the buying out (*uytcoop*) of said Geertie Goossens's interest in her mother's estate and inheritance, as follows:

The aforesaid Goossen Gerritsz hereby promises to deliver and convey to the behoof of said Geertie Goossens, in full satisfaction of her said maternal inheritance and of her just portion, the house and lot which she now occupies, such as the same is fenced and impaled, standing and lying on the hill, to the south of the house and lot of Hendrick van Doesberch and to the north of Hendrick Roosenboom, in Beverwyck aforesaid; together with all the linen and woolen clothes of her said mother, as they are together at

[1] Meyndert and Francois Harmensen were sons of Surgeon Harmen Meyndertsen van den Bogaert, the first husband of Jillisje Claesse Swits, mentioned in the document as the wife of Jan Labatie.

[2] She was a daughter of Brant Peelen of Nykerck. See *Van Rensselaer Bowier Mss*, p. 822. Goossen Gerritsen van Schaick, or van Schayck, came from Westbroeck, in the province of Utrecht, and was probably related to the van Schayck family of Amersfoort, various members of which in the 16th and 17th centuries repeatedly held the offices of councilor, schepen and burgomaster in the government of that city. Peter Peelen, who is mentioned as an orphan master at Amersfoort, 1640–47, may also have been a relative. See Abraham van Bemmel, *Beschryving van de stad Amersfoort*, Utrecht 1760, 2:484, 535–709, 715.

present, to be appraised by impartial persons; also a bed and one cow; the movable goods being appraised at sixty-one beavers at eight guilders apiece and the house and lot at seven hundred guilders. On the other hand said Goosen Gerritsz shall remain in full possession of the estate, all debts and credits to be his loss and profit, without prejudice to the rights of the three younger children, the said house and lot, linen and woolen clothes to be received and delivered to this end by and to said Geertie Goossens. [413] Wherewith the parties are agreed and satisfied, mutually promising nevermore to do nor cause to be done anything contrary hereto, either in or out of court, for which they bind themselves as by law provided. Thus done and executed in Beverwyck, in N: Netherland, in presence of Jan van Aecken and Stoffels Jansz, called as witnesses hereto.

Goosen Gerretsen
Jan Verbeeck, orphan master
Evert Wendel, orphan master
D. V. Schelluyne, *Not. Pub.*
1664

Jan Koster
Stoffel Jansz

Appraisal of the clothing of the late Gerritie Brants

We, the undersigned, Elsie Jan's daughter, wife of Jan van Aecken, and Neeltie Jan's daughter, wife of Stoffel Jansz, hereby certify that to the best of our knowledge, as impartial persons called for this purpose, we have valued and appraised the following linen and woolen clothes of the late Gerritie Brants, deceased wife of Mr Goossen Gerritsz van Schaek

	An armozine skirt with green lining, valued at	7	beavers
	A black silk skirt, valued at	9	"
	A scarlet petticoat, at	8	"
	Another scarlet petticoat, at	8	"
	An apron, a cloak, a bodice, two short cloaks, and two pairs of sleeves, valued together at	6	"
[414]	Four round handkerchiefs, at	4	"
	Six handkerchiefs, at one beaver	1	"
	A parcel of miscellaneous clothes, at	6	"
	Eight chemises, at	5	"
	Ten aprons, at	4	"
	Eleven night neckerchiefs, at	3	"
	Amounting together to sixty-one beavers	61	beavers

Done in Beverwyck in New Netherland, the 4th of March 1664.

This mark + was made by
Elsie Jansz, aforenamed
Neeltie Jans Croon

In my presence,
D. V. Schelluyne, *Not. Pub.*
1664

Agreement by Reyer Elbertsen and his wife to annul a certain bond and deed

[415] This day, the 8th of March 1664, Reyer Elberts and Maritge Barents, married people, hereby declare that they do cancel and annul a certain bond or obligation dated the 5th of July 1656, together with a deed of conveyance of the 8th ditto following, executed before Mr Johan de Deckere, late chief commissary (*Opper Commyes*) of Fort Orange, between them, the subscribers, and Arien and Gerrit Reyersz, their sons, as he, Gerrit Reyersz, for himself and for his said brother Arien Reyersz, likewise relinquishes and gives up the same, each of them remaining free, and accounting said two deeds null and void and of no value as if they had never been made and executed, reserving and excepting only that said Arien and Gerrit Reyersz shall retain possession of the movable goods mentioned in the aforesaid obligation. All in good faith, done in Beverwyck in N: Netherland in presence of Wouter Aertsz, master wheelwright, and Jan Harmensz van Aurick, called as witnesses hereto.

This mark + was made by Reyer Eldertsz, aforenamed
Gerrit Reyersen
This mark + was made by Maritje Barents, aforenamed

This mark + was made by
Wouter Aertsz, aforenamed
Jan Harmensen van Aurich

In my presence,
D. V. Schelluyne, *Not. Pub.*
1664

Settlement by Maria Damen to the use of her minor daughter Jannetie Hendricks van Doesburch

[416] This day, the 14th of March 1664, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, the virtuous Maria Damen, lastly widow of the late Hendrick Andriesz van Doesburch, assisted by Mr Cornelis van Nes, her chosen guardian in this matter, dwelling in the village of Beverwyck, of the first part, and the Honorable Johan Verbeeck and Evert Wendel, orphan masters in Beverwyck aforesaid and in that capacity guardians of Jannetie Hendricxsz, daughter of said Maria Damen, begotten of the said Hendrick Andriesz, deceased, of the second part; making known, that she, Maria Damen, pro-

posing again to enter into the state of matrimony,[1] (before the celebration thereof) is desirous to make a proper exhibit to her said daughter, now about eleven years of age, of her paternal property, estate and inheritance; therefore, after having made an inventory and appraisal of said estate, they, the appearers, declare that they have agreed and contracted with each other respecting the buying out of said Jannetie Hendrixsz's interest in her paternal estate and inheritance, as follows: The said Maria Damen hereby promises to nourish, bring up and rear her said daughter, Jannetie Hendricks, until she shall arrive at mature age or marriage estate (with her consent), training her and causing her to be trained in all godliness, in reading, writing, sewing and other household duties, as a good mother should do, and as she, by these presents, promises to do; and [417] when her said daughter shall come to maturity, or marriage estate (with consent of her said mother as before), to fit her out with a bed and its belongings and moreover to turn over to her the sum of two thousand guilders at twenty stivers each, be it in beavers, seawan or merchandise at beaver's value, as they are then going, at the choice of her mother and as she shall find to be suitable. Provided nevertheless and on this express condition, that in case the said Jannetie Hendricxsz shall come to die in her minority, or without leaving behind any lawful issue, then shall said interest in the estate and paternal inheritance again devolve upon and remain in the possession of said Maria Damen, her mother, as she, Maria Damen, hereby in conscience declares that Hendrick Andriesz, her late husband, on his sick bed expressly desired that the estate left behind in manner as above should remain with her, Maria Damen, for the reason that the most of it came from her side, and for the security of said interest in the estate, she, Maria Damen, specially binds and mortgages her house and lot, wherein she now dwells, standing and lying on Joncker street, on the east side of the house of said Evert Wendel and to the west of the house of Gerrit Jansz, the cooper, for the recovery if need be of said interest in the paternal estate without loss or damage, the said Maria Damen on the other hand to remain in full possession of the entire estate, nothing excepted, all debts and credits to be her loss and profit. Herewith [418] the parties on both sides declare that they have agreed and covenanted regarding the final settlement of

[1] With said Cornelis van Nes, her third husband, Dirck van Eps having been her first husband. Cf. power of attorney from Cornelis van Nes and Maritie Damen to the latter's daughter Lysbet Dirckse van Eps dated July 5, 1668, in *Early Records of Albany*, 1:442–43

said Jannetie Hendricx's paternal estate and inheritance, without either party having any further claims upon the other, promising nevermore to do nor cause to be done anything contrary hereto, either by or without resorting to law, in any manner whatever, binding themselves thereto as by law provided. All in good faith, thus done and executed in Beverwyck in New Netherland, in presence of Leendert Phillipsz, master tailor, and Jan Evertsz, master shoemaker, called as witnesses hereto.

Maerrien Daemen
Cornelis van Nes
Jan Verbeeck, orphan master
Evert Wendel, orphan master

Leendert Phyeles
This mark × was made by *Jan Evertssz,*
aforesaid

D. V. Schelluyne, *Not. Pub.*
1664

Antenuptial contract of Cornelis van Nes and Maria Damen

[419] In the name of God, Amen: Appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, the Honorable Cornelis van Nes, councilor of the colony of Rensselaerwyck, widower of the late Mayken, daughter of Hendrick van den Burchgraeff, future bridegroom, of the first part, and the virtuous Maria Damen, widow of the late Hendrick Andriesz van Doesburch, dwelling in Beverwyck, future bride, of the second part; stating that they, the parties, intend for the glory of God to enter into lawful wedlock with each other; and before the proper celebration and public announcement thereof with the usual formalities required thereto, they, the parties, declare that deliberately and after mature consideration they have drawn up, agreed upon and entered into the following antenuptial contract and marriage articles, in form and manner following:

In the first place, the parties promise for the support and maintenance of this their prospective marriage to contribute their respective personal and real property, jewels, clothing, linen, woolens, household furniture, cash assets and credits which they shall bring together and submit to each other by proper inventory, and of the gains, losses and profits thereof which God Almighty may please to grant them each party shall receive the just half for himself [or herself], his [or her] children and heirs; and

whatever shall be contributed by said parties according to the inventory aforesaid shall remain for each of the contracting parties or their children and heirs; and in case of ill fortune overtaking the parties (which [420] God forbid), it shall be sufficient for the survivor of the two [to turn over] what shall be found to remain. Whenever it shall please God to take one of the two out of this world, then the survivor, to wit, in case of the death of Cornelis van Nes, she, Maria Daemen, shall receive out of the estate and effects of said Van Nes, after his decease, the sum of five hundred guilders in seawan, and in case of her, Maria Daemen's, dying first, then shall said Van Nes out of the estate contributed by her receive the sum of four hundred guilders, also in seawan, in manner as before.

Finally it is also stipulated and agreed that the debts of each party contracted before the date of this marriage shall be borne and paid by the respective debtor, without the one being made responsible for or be holden to pay the debts of the other.

All of which aforesaid conditions the parties promise faithfully to perform, desiring and willing also that in case of the death of one of them, the same shall be performed and executed by their respective children and heirs, without ever doing or causing anything to be done contrary hereto, either in or out of court, in any manner whatever, binding themselves thereto as by law provided.

Thus done and executed in Beverwyck in N: Netherland, in presence of the Honorable Johannes Verbeeck and Evert Wendel, orphan masters of Beverwyck aforenamed, called as witnesses hereto.

Cornelis Van Nes
Maerrien Daemen

Jan Verbeeck
Evert Wendel

D. V. Schelluyne, *Not. Pub.*
1664

Agreement of Cornelis van Nes to make over to his children by his first wife certain property in satisfaction of their share in their mother's estate

[421] On this day, the 21st of March 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, the Honorable Cornelis van Nes, councilor of the colony of Rensselaerswyck, widower of the late Maeyke Hendricx van den

Burchgraeff, of the first part, and Roeloff Cornelissz, husband and guardian of Gerritie Cornelis van Nes, Jan Janssz van Oothout, husband and guardian of Hendrickie Cornelis van Nes, Hendrick, Gerrit, and Jan Cornelissz van Nes, as well for themselves as herein representing and acting in the name of Pieter Claesz, husband and guardian of Grietie Cornelis van Nes, dwelling at Amersfort on Long Island, together the children of said Cornelis van Nes and Maeyken Hendricx, of the second part, and declared that after making an inventory and appraisal of the property of the said Cornelis van Nes and Maeyken Hendricx's daughter, they had in love and friendship contracted and agreed about the buying out of the aforesaid children's interest in said property by reason of the maternal inheritance, in manner following:

In the first place, said children shall receive and enjoy the full effect [of the will] or disposition of Hendrick Adriaensz, late father of said Maeyken Hendricxsz, of date the 12th of June 1635,[1] except the inherited property sent to said Cornelis van Nes in this country, and employed by him here to the best advantage of himself, his wife and said children, whatever more has been, or may be, inherited to remain for the behoof of said children.

[422] Second (inasmuch as said Cornelis van Nes and Maeyken Hendricx have endowed each other according to will of date the 31st of July 1625), Cornelis van Nes, in consequence thereof, promises by these presents to assign and make over to said children for their maternal inheritance and estate, at his convenience, the half or the value thereof of his house and barn, together with a fourth part of the brewery, standing and lying together in the *Greyne Bos,* in the colony of Rensselaerswyck, and furthermore to each of said children one hundred guilders in seawan, deducting whatever anyone has received, besides the sum of two thousand guilders also in seawan.

On the other hand said Cornelis van Nes shall remain in full possession of the estate, all debts and credits to his loss and profit. Herewith the parties declare that they have agreed and contracted with each other respecting the settlement of said children's maternal estate and inheritance, promising nevermore to do nor cause anything to be done contrary hereto, either in or out of court, in any manner whatever, binding themselves thereto as by law provided.

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[1] This is the date of the will of Annetje Jans of Laeckervelt, the mother of Maeyken Hendricks. See following document.

Thus done and executed in the colony of Rensselaerswyck, in presence of Mr Gerard Swart, sheriff of said colony, and Cornelis van Schelluyne, called as witnesses thereto.

Cornelis van Nes
This mark + was made by Roeloff Cornelissz, aforenamed
Jan Jansen Oothoet
\+ Hendrick van Nes
Gerrit Cornelis Nes
This mark X was made by Jan Cornelisz van Nes

G: Swartt
C. V. Schelluyne

D. V. Schelluyne, *Not. Pub.*
1664

Will of Annetje Jans of Laeckervelt, the mother of the first wife of Cornelis van Nes

[423] Copy, from the record.

Appeared Annegen Jans, widow of Hendrick Adriaensz,[1] dwelling at Laeckersvelt, assisted by Roeloff Dircxe Stout, sheriff of Laeckervelt, her chosen guardian in this matter, sound in body and able to go about and in full possession of her understanding and memory as far as we, the sheriff and magistrates, can see and judge; considering that nothing is more certain to mankind than death, and nothing more uncertain than the hour thereof, and in anticipation of this uncertainty desiring before all to dispose of her temporal estate which has been granted to her by God Almighty, and therefore in the first place revoking and annulling, as she hereby does revoke and annul, all former testamentary dispositions and last wills by her before the date hereof in presence of the court, or notary and witnesses in any manner made or executed, and therefore disposing anew, she has willed and provided, as she hereby does will and provide, that Adriaen Hendricxsz, her, the testatrix's son, after her death for his portion of the estate left by her shall have and inherit a certain house and a morgen and a half of land with the plants and crops thereon standing, such and in manner as said Adriaen Hendricx now occupies them; likewise that Maeyken Hendricx, her, the testatrix's daughter, shall also

[1] Hendrick Adriaensen van den Burchgraeff; see following documents. Laeckervelt was a manor near Vianen, in the province of South Holland.

have and inherit for her portion three morgens of land, more or less, with all the plants and crops on the same, situate and lying in Scherpenwyck[1] in this jurisdiction, and the remaining estate shall be divided and received and enjoyed by said Adriaen and Maeycken Hendricx equally, share and share alike; instituting hereby with a [clasp of the] hand her said two children [424] in manner aforesaid as her universal heirs or, failing of them, their children in their place; provided that said Maeygen Hendricx shall be holden to pay over to Adriaen Hendricxe, her brother, the sum of one hundred and fifty guilders, and also under the express condition and provision that the said Maeygen Hendricx, the testatrix's daughter shall not sell, encumber or alienate the said three morgens and whatever else may come to her, the testatrix, by the death of relatives; on the contrary, that she shall enjoy only the yearly fruits thereof and no more. And in case said Maeygen Hendricx happens to die before her children, said three morgens of land shall neither wholly or in part be sold or alienated before the youngest thereof shall come of age; and should any of Maeygen Hendricx's children happen to die without lawful issue, the portion of the same shall devolve upon the others, and so on to the last, and all dying, [the land shall revert] to the side whence it came. All of which she, the testatrix, declares to be her last will and testament, desiring that the same in all its points and manner aforesaid shall be executed, be it as testament, codicil, last will, or otherwise as the same may best comport with the laws, notwithstanding that some formalities required in the matter may not have been observed herein. Thus done at the house of her, the testatrix, in presence of Roeloff Stout, sheriff, Adriaen Cornelisz and Adriaen Jansz Brouwer, magistrates at Laeckervelt, who with the testatrix and me, the secretary, have subscribed the original hereof, the 12th of June XVI^{c} and thirty-five.

[Underneath was written:]

Extracted from the Schepen record of Laeckervelt and upon collation the foregoing was found to agree therewith. Done this 7th of Sept. 1646 by me, the secretary there.

Was subscribed: C. v. Muyden

[1] Scherperswijk, the name of the southern part of the polder of Leksmond, near Vianen, in the province of South Holland.

Postnuptial settlement between Cornelis Hendricksen van Nes and Mayken Hendricks van den Burchgraeff

[425] Appeared before me, Rudolph van Suylen vanden Natewis,[1] notary public, residing within Vianen, and the hereinafter named witnesses, the worthy Cornelis Hendricksz van Nes and Maygen Hendrick's daughter,[2] married people, dwelling upon the Havendyck, the aforenamed Cornelis Hendricksz being sound of body and said Maeygen being indisposed, but both having full possession and command of their memories and understanding, as to us, the notary and witnesses, was perfectly apparent; and declared that out of lawful love and matrimonial affection they, the parties, had mutually and reciprocally endowed each other, as hereby they do reciprocally endow each other, with all their property, real and personal, assets and credits, money, gold and silver, coined and uncoined, which they, the parties, now have, or which they hereafter at any time may receive; all said property, real and personal, money, gold and silver, coined and uncoined with assets and credits to be held, enjoyed and possessed by the survivor of the parties as an estate for life, the right of usufruct [426] thereof to last during his or her life and no longer. The parties having requested that a deed in proper form be made hereof, these are done and executed at the house of the contracting parties standing upon the Havendyck aforesaid, in the presence of Gijsbert Barentse and Luycks Joriensz, as trustworthy witnesses hereto specially called, who with the parties and me, the notary, have subscribed the original hereof on the XXXIst of July XVI^{c} and twenty-five.

Was subscribed:

RUD: VAN SUYLEN VANDEN NATEWIS, *Notary*

Declaration by Cornelis van Nes and Jan Oothout as to their joint ownership of a brewery bought of Willem Brouwer

[482][3] We, the undersigned, Cornelis van Nes and Jan Oothout, father- and son-in-law, hereby acknowledge and declare that each of us is entitled to and owns one-half of the brewery with its

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[1] Natewis, or Natewisch, is a manor not far from Amerongen, in the province of Utrecht, which for a long period was in the possession of the van Zuylen family.

[2] Maycken Hendricks van den Burchgraeff, the daughter of Hendrick Adriaensen van den Burchgraeff.

[3] This document was originally numbered 13, but has by mistake been bound at the end of part 4 of the volume and renumbered 482.

belongings bought of Willem Brouwer at vendue, standing and lying in the *greyne bos,* which brewery is fully paid for and free from all claims and incumbrances (save the right of the patroon of this colony). Done in the colony of Rensselaerswyck, this 21st of March 1664.

CORNELIS VAN NES
JAN JANSEN OOTHOET

G: Swart, witness

D. V. SCHELLUYNE, *Not. Pub.*
1664

Lease of the house of the late Hendrick Reur to Annetie Gerrits

[427] On this day, the 22d of March 1664, Mr Jeremias van Rensselaer, in capacity of attorney for the heirs of the late Hendrick Reur,[1] lets and Annetie Gerrits, wife of Marcelis Jansz, hires the house and lot of the said Reur, deceased, standing and lying in the colony of Rensselaerswyck upon the land called *Lubberden Lant,*[2] to the lessee known, for the term of one year commencing on the first of May next, for the sum of three hundred guilders seawan. It is further stipulated that the lessee shall have the cellar built and other repairs in the said house made to suit her convenience; also that she shall erect the partition fence between the neighbors as far as the part and share of the said heirs of the late Hendrick Reur is concerned, the lessor remaining bound to fence off the aforesaid house and lot with boards in front on the street or highway, but whatever the lessee with the knowledge and consent of the lessor shall cause to be done for the repair of said house, shall serve as an offset against the stipulated rent. Accordingly, the said lessee remains [428] bound at the end of the lease to deliver up the said house and lot in proper repair, accidents (contrary to expectation) happening from without, to be at the risk of the lessor in his capacity aforesaid. For the performance and execution of what is hereinbefore written the parties mutually bind their persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in the

[1] Hendrick Jansen Reur, or Roer, from Munster, in Westphalia, was appointed court messenger of the colony of Rensselaerswyck on August 18, 1651. He died shortly before February 4, 1664, when his household effects were sold at auction.

2 Now part of Troy, N. Y.

colony of Rensselaerswyck on the date above written, in presence of Mr Gerard Swart, sheriff of said colony, and Mr Jacob de Hinsse, chirurgeon, called as witnesses hereto.

JEREMIAS VAN RENSSELAER
ANTIEN GERRIS

G: Swartt
J. De Hinsse } witnesses

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Order of Jacob Jansen Stol on Jan Barentsen Wemp to pay 251 guilders to Arent Andriessen Bratt

[429] My special friend Jan Barentsz: Please pay on my account to Arent Andriesz the sum of two hundred and fifty-one guilders which you promised me to pay to Curler in the winter. You will do me a favor; pay Corler so much less and pay this man; it will avail me as good payment. Done in Fort Orange, the 1st of Oct. 1655. Was signed: Jacob Jansz Stoll. Underneath was written: Hereto must be added one beaver which Arent Andriesz advanced to Cornelis the smith at the Manhatans.

Lease of one-half of Van Slyck's island at Schenectady from Maritie Meynderts to Aeckes Cornelissen van Slyck

[430] This day, the 13th of May 1664, Maritie Meyndertsz, widow of the late Jan Barentsz Wemp, acknowledges that she has let and Aeckes Cornelisz[1] that he has hired of her the just half of the farm[2] (the whole of which farm belongs to them jointly) lying at Schenechtede upon which he, Aques, dwells and which is known to him, for the term of four consecutive years, beginning on the date hereof or from the present sowing time, for the sum of one hundred and eighty beavers, or grain at beaver's price (the beaver reckoned at eight guilders apiece) a year, each time promptly, without delay, to be delivered at Schenechtede aforesaid. It is further stipulated that during the term of the lease the lessee shall have the use of a stallion and a gelding, the one called Beyert, the other Snoeck, the risk thereof to be borne by the lessor during the lease, but if the horses should perish through

[1] Otherwise called Jacques Cornelissen van Slyck.
[2] This farm comprised the large island in the Mohawk river, west of Schenectady, now called Van Slyck's island; see *History of the Schenectady Patent*, p. 77–78.

manifest neglect of the lessee, the charge shall be borne by the lessee. Furthermore, there shall be delivered to the lessee next spring two milch cows with their calves, if they then be with calf, which cows and [431] expected calves the lessees shall keep for half the increase during the term of the lease, according to the custom of this country. Finally, the lessee promises at the end of the lease to put again into the ground as much and similar seed grain as he now in company with the lessor has put into the ground and is still daily sowing, each party the first as well as the last year to receive the just half of the produce thereof and to bear and pay one-half of the expense, the fruits of the land for the other years remaining for the behoof of the lessee. For the performance and execution hereof the parties mutually bind their persons and estates, nothing excepted, subject to all courts and judges. All in good faith, done in the colony of Rensselaerswyck, dated as above.

This mark + was made by MARITIE MYNDERTSZ, aforenamed
ACKES

Arnout Cornelis Vielen
Jan: Cornelisz: vander Heyden

Bill of sale of a scow from Maritie Meynderts to Jan Cornelissen van der Heyden and Poulus Cornelissen

[432] This day, the 22d of May 1664, Maritie Mynderts acknowledged that she had sold and Jan Cornelissz van der Heyden and Poulus Cornelisz in company that they had bought of her a scow with its appurtenances, known to the buyers; for which scow the buyers promise to pay the sum of ten hundred guilders in good seawan in three instalments; the first instalment of two hundred and fifty guilders on the first day of August next; the second instalment of a like sum on the 1st of November following; and the remaining five hundred guilders on the 1st of August 1665, every time punctually; and for the greater security of the payments Arnout Cornelissz Viele for Jan Cornelissz vander Heyde, and Jacob Tyssz vander Heyde for Poulus Cornelissz offer themselves as sureties for the payment of said purchase money at the stipulated time, therefor binding their respective persons and

estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

This mark + was made by MARITIE
MYNDERTS, aforenamed
JAN CORNELISZ VANDER HEYDEN
POULUS CORNELISEN
ARNOUT CORNELIS VIELEN
JACOB THEYSEN VANDER HEYDEN
In my presence,
D. V. SCHELLUYNE, *Not. Pub*
1664

Contract between Jan Cornelissen van der Heyden and Poulus Cornelissen regarding the use of the scow bought by them of Maritie Meynderts

[433] This day, the 22d of May 1664, Jan Cornelissz van der Heyden and Poulus Cornelisz have agreed and contracted together respecting the use of the scow which they jointly bought of Maritie Mynderts, in manner following:

The contracting parties promise without fail together to use their utmost endeavor and diligence in sailing the scow to their mutual advantage and profit, whether by themselves or by some one put in their place.

The expenses of the scow and of the men whom they may put thereon, they shall bear and pay together.

When called upon, they shall honestly settle with each other and make satisfaction for what has been earned with the scow.

Finally, if one of them wishes to sell his share or half interest in the scow, the other shall have the preference over other persons, and this contract shall last at first until the scow is paid for. Furthermore they promise to deal with each other in friendship, one being no more master of the scow than the other.

All in good faith, without fraud or deceit, done in the colony of Rensselaerswyck, dated as above.

JAN CORNELISZ VANDER HEYDEN
POULUS CORNELISEN
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Dissolution of partnership between Jan Hendricksen Bruyn and Cornelis Cornelissen Viele

[434] This day, the last of May 1664, Jan Hendricksz Bruyn and Cornelis Cornelisz Viele acknowledge that in amity and friendship they have fully liquidated and settled accounts with each other respecting the trading done by them in company to this date and for which no accounts are outstanding, dissolving therefore their partnership and annulling the contract made by them without either one having any further claims against the other; but as there are still outstanding debts to be paid to various creditors amounting to the sum of fl. 495-1-8 in beavers and likewise of fl. 134-14-8 in seawan, according to the respective accounts delivered to each other, each undertakes and promises to pay the said respective sums, provided that neither may be dunned or solicited for [what is due by] the other; and for the greater security of payment to said creditors, there have offered themselves as sureties, to wit, on the part of said Jan Hendricksz Bruyn, Cornelis Bogardus and Claes Jansz van Boghoven, and on the part of Cornelis Viele, Jan Dareth and Jacob Thysz van der Heyden; they, the sureties, promising each for his party in case of failure of payment by said partners, to satisfy said creditors. Wherewith the parties have fully settled and squared accounts with each other, as above, all in good faith, without craft or guile, done in Beverwyck in New Netherland, dated as above.

Jan Hendrick Bruyns
Cornelis Cornelisz Viele
Cornelis Bogardus
This mark X was made by Claes
Jansz van Boghoven
Jan Dareth
Jacob Theysen vander Heyden
In my presence,
D. V. Schelluyne, *Not. Pub.*
1664

Settlement of the estate of the late Jan Barentsen Wemp

[435] This day, the 12th of June 1664, Maritie Mynderts, widow of the late Jan Barentsz Wemp, assisted by Sweer Theunisz van Westbroeck,[1] of the first part, and Arnout Cornelisz Veyle,

[1] More often called Sweer Teunissen van Velsen. He probably came from Velser–Westbroek, near Haarlem, in the province of North Holland.

as appointed guardian, together with Jan Cornelisz vander Heyde, husband and guardian of Aeltie Janssz Wemp, of the surviving children procreated by her, Maritie Mynderts, and Jan Barentsz Wemp, deceased, namely, Myndert Jansz Wemp aged 15 years, Grietie Janssz Wemp aged 13 years, Anna aged eleven years, and Barent Janssz Wemp aged eight years, of the second part, acknowledged that in love and friendship, with the approval of said Vander Heyde, they had agreed and contracted with each other respecting the settlement of said children's paternal estate and inheritance, the appraisal of which said estate was made in the presence of Messrs Arent van Curlar, commissioner, and Gerard Swart, sheriff, of the colony of Rensselaerswyck, in the manner following:

In the first place, she, Maritie Mynderts, promises at her expense and according to the best of her ability to bring up and train said minor children in all godliness until they reach their respective majority or marriage estate, and moreover to have them taught some handicraft or trade by which in time they may honorably earn their living.

Moreover she, Maritie Mynderts, promises to pay to each of the said children respectively when they arrive at marriage estate or their majority the sum of one hundred beavers or the value [436] thereof, as security for which the said Maritie Mynderts binds and mortgages her house and lot standing and lying in Beverwyck which at present is occupied and used by said Vander Heyde and Aeltie Jansz, together with the half of two islands at Schanechtede, as also a house and lot standing upon the land called Lubberde Land in said colony; also a house and lot on the east[1] side in Fort Orange, at present occupied by Evert Hendricxsz, soldier, and furthermore her person and estate, nothing excepted, subject to the jurisdiction of all courts and judges.

And as the said Aeltie Jans at her marriage received the value of forty-five beavers, that shall be taken into account at the payment of her paternal inheritance.

On the other hand said widow shall remain in full possession of the estate, all debts and credits to be to her loss and profit, without right on her part to trouble or make any demands upon the children on that account.

Herewith the contracting parties declare that in love and [437] friendship they have agreed and settled with each other in the matter aforesaid, making no further claim one upon the other and

[1] Apparently a mistake for the west side of the Hudson river.

promising nevermore to do nor cause to be done anything contrary hereto, for which they bind themselves as by law provided. Done in the colony of Rensselaerswyck, dated as above.

This mark + was made by MAERTJEN MEYNDERS
SWEER THOONUSSEN VAN WESTBROECK
ARNOUT CORNELISZ VIELEN

A: van Curler
G: Swartt

Marriage contract between Maritie Meynderts, widow of Jan Barentsen Wemp, and Sweer Teunissen van Westbroeck

This day, the 12th of June 1664, Marritie Mynderts, widow of the late Jan Barentsz Wemp, and Sweer Thonesz van Westbroeck (intending to unite in matrimony), have agreed and determined upon the following conditions:

In the first place, the above-named children, besides what they are to receive for their paternal inheritance according to the above-written contract, shall after the death of their [438] mother, Maritie Mynders, also inherit and receive two hundred beavers out of the first and most readily available effects left by her.

Secondly, all other property which they may acquire together shall be enjoyed and divided by them both and their heirs.

Finally, the debts which they may have outstanding shall be borne and paid, each his own, without either being dunned or solicited for those of the other. Which said antenuptial articles they, the contracting parties, promise faithfully to perform and execute. All in good faith, done in Rensselaerswyck in New Netherland, dated as above.

This mark + was made by MAERYTJE MEYNDERS with her own hand
SWEER THOONUSSEN VAN WESTBROECK

A: van Curler
G: Swartt

Lease of farm no. 5 at Schenectady from Willem Teller to Claes Fredericksen van Petten and Isaack Cornelissen Swits

[439] This day, the 16th of June 1664, Mr Willem Tailler acknowledged that he had let and Claes Fredricxsz van Petten and

Isaack Cornelissz[1] that they had jointly hired of him a certain farm of the lessor, lying at Schanechtede, consisting of dwelling house, barn, rick and arable land in two parcels, numbered respectively no. 5 at the survey by the surveyor, known to the lessees, and that for the term of six consecutive years beginning on the date hereof, on the following conditions:

The lessor delivers now to the lessees for use on the farm six draft horses, namely, three geldings and three mares, with a one-year old stallion colt and another of this year, five milch cows, two heifers and two bull calves of this year, one heifer in her third year, two sows with five pigs four months old and a hog one year old; which said horses and cattle, the lessees during this lease shall have for the use of the farm for half the increase, the risk according to the usage in the colony of Rensselaerswyck, and the increase to be divided every three years, but with respect to said hogs, the lessees are to be holden to deliver for the first time in the autumn of the year 1665 a hog fit for slaughter, and so on every year during the lease, and at the end of the lease to deliver over again to the owner the same number of hogs and of the same age as at present.

[440] The lessor has also delivered to the lessees two plows with their appurtenances and a wagon, while another wagon shall be delivered next harvest time; also a pot, kettles, churn, milk tubs, two sleds, three Flemish scythes with two scythe blades, and a grain winnow.

Moreover the land is now sown with twenty-two skipples of winter wheat, four skipples of summer wheat, three skipples of white peas, three skipples of buckwheat, and also forty-nine skipples of oats, which said quantity of sowed grain the lessees promise to leave sowed upon said land at the end of the lease, for the behoof of the lessor, and also said delivered agricultural implements with house, barn, rick and garden in fence to deliver over again at the end of this lease in good condition. The lessees may at their expense build another rick upon the farm which at the end of the lease shall be taken over by the lessor at an appraisal by impartial persons in discount of the promised rent. For the hire and use of which said farm they, the lessees, in accordance with the above-written conditions, promise jointly and severally, not *pro rata* but *in solido,* as principal, to pay every year four hundred guilders in wheat reckoned at ten guilders the *mudde,* to be delivered here in Beverwyck free, besides forty pounds of butter in 1665 as

[1] Isaack Cornelissen Swits, son of Cornelis Claessen Swits, of Manhattan.

additional rent (*toepacht*) and every year the like quantity; likewise every year three days' [441] work drawing wood; and in case of war, or an incursion of enemies (which God forbid), the lessees shall have none of the burden thereof to bear; but all the expenses chargeable upon the village and land, for so far as the share of the aforenamed farm during this lease is concerned, shall be borne by the lessees. For the performance and execution of what is above-written, the respective parties hereto mutually bind their persons and estates, nothing excepted, subject to all courts and judges. All in good faith, done in Beverwyck in N. Netherland, dated as above.

WILLEM TELLER
CLAES FREDERICKSZ VAN PETTEN
This mark + was made by ISAACQ CORNELISZ, aforenamed

As witnesses
Lourus van Alen
Gerit Jansz Herttenberch

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Indenture of apprenticeship of Cornelis van Schelluyne to Hendrick Bries, master shoemaker

[442] This day, the 17th of June 1664, Dirck van Schelluyne has bound his son Cornelis van Schelluyne to Mr Hendrick Bries, who agrees to teach him according to his ability the shoemaker's trade and what appertains thereto, for the space of two years, beginning on the date hereof, but in case of disability on either side, each party shall be free, Cornelis van Schelluyne to earn nothing during the aforesaid two years. All in good faith, done in the colony of Rensselaerswyck in N: Netherland, dated as above.

D. V. SCHELLUYNE,
1664
HENDRICK BRIES

Power of attorney from Thys Evertsen de Goyer to his brother Evert Evertsen de Goyer

[443] This day, the 17th of June 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Thys Evertssz de Goyer, planter in said colony [of Rens-

selaerswyck], and declared that in consequence of advices from his brother, Evert Evertssz de Goyer, master carpenter at Amsterdam in Holland, of date the 23d September 1663, he constituted and appointed his said brother, Evert Evertssz de Goyer, his special attorney to demand, collect and receive at Naerden[1] in Holland what his mother, Grietie Janssz, deceased, widow of the late Evert Tyssz, deceased at Naerden aforesaid, has left him, the appearer, for his portion according to the advices of his said brother, being the sum of one hundred and eighty guilders; therefore, an acquittance for the receipt and a release against further demands to execute and furthermore all things to do, transact and perform, which may be needful and which may seem to him proper, promising at all times to hold valid whatever may be done and performed in the matter aforesaid by his said brother, as attorney, without any opposition; provided that the attorney be held of said transactions and receipts a proper return to make when required. Thus done and executed in the colony of Rensselaerswyck in N. Netherland, in presence of Eldert Gerbertssz Cruyff van Hilversum[2] and Jan Evertsz, master shoemaker, called as witnesses hereto.

THYS EEVERTSEN[3]

Ellert Gerbertsz Cruif
This mark X was made by *Jan*
Evertsz, aforesaid

Order of Jeremias van Rensselaer on Jan Baptist van Rensselaer to pay Jan Jurriaensen

[444] Brother Jan Baptist van Rensselaer: Please pay to the bearer hereof, Jan Jurriaensz, or his order, the sum of two hundred and seventy-nine guilders and five stivers, to be charged to my private account, three months after sight, or so soon as the money for the wheat which goes over herewith for my account shall be received. [In so doing] you will confer a favor.

Was signed: JEREMIAS VAN RENSSELAER

July 10, 1664, in the colony of Rensselaerswyck

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[1] Naerden or Naarden, is a city in the Gooi, or Gooiland, in the province of North Holland; hence the designation *de Goyer* (the Gooilander) in connection with the two brothers. Cf. reference to Kleyn de Goyer, in *Early Records of Albany,* 1:75, where the name has been erroneously interpreted as "the thrower."

[2] Hilversum is a village in Gooiland, in the province of North Holland.

[3] Cf. power of attorney from Trys Evertsen to Jacob Schermerhoorn, July 3/13, 1668, in *Early Records of Albany,* 1:499, in which this power of attorney to Evert Evertsen is mentioned.

After collation with its original, dated and signed as above, this copy is found to agree therewith. In the colony of Rensselaerswyck, July 10, 1664.

By me,

D. V. SCHELLUYNE, *Not. Pub.*

1664

Power of attorney from Jan Harmensen Weendorp to Jan Coster van Aecken

[445] On this day, the 19th of July 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Harmenssz Wintdorp, trader here, proposing to depart for Holland, and declared that by these presents he constituted and appointed Jan Coster van Aecken, also trader here, his special attorney in his, the appearer's, absence to demand, collect and receive of divers persons, his debtors, payment as well in beavers as other wares of what they owe him, according to obligations, accounts and vouchers herewith placed in the hands of the attorney; therefore, acquittance for receipts to give; the unwilling debtors to constrain to pay by legal process and rigor of justice; to this end all terms of the courts to observe unto judgment and extreme execution of the same; the attorney finding himself aggrieved by sentence or sentences, to take exception thereto and to appeal therefrom and said exception and appeal also to prosecute to the end; with power also to compromise, agree, compound and contract; and one or more persons in his place to substitute; and furthermore all things to do, transact and perform in this matter, either in or out of court, which [446] may be needful and may seem to him proper, as he, the principal, if present might or could do; promising at all times to hold valid whatever may be done and performed by said attorney and his substitute in the matter aforesaid by virtue hereof, without any opposition, binding himself thereto as by law provided, on condition that the attorney be holden a proper return to make of his said transactions and receipts when asked and requested. Thus done and executed in Beverwyck in

N. Netherland, in presence of Harmen Thomasz van Amersfort and Helmert Otten van Isens,[1] called as witnesses thereto.

Jan Harmesen van Weendorp

Harman Thomasz van Amerfort
Helmerick Otten

D. V. Schelluyne, *Not. Pub.*
1664

Power of attorney from Gerrit Slichtenhorst to Adriaen Appel

[447] This day, the 21st of July 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Gerrit Slichtenhorst, trader here, who declared that by these presents he constituted and appointed Mr Adriaen Appel, dwelling at Amsterdam in N: Netherland, his special attorney to receive from the hands of the secretary, Mr Johannes Nevuis, a certain obligation, or the engrossed copy thereof, executed in or about the month of October 1663 by Nicolaes Boot, for the delivery of 2500 pantiles by him received to his content; furthermore, as the said Nicolaes Boot is expected at the Manhatans from Virginia, the payment thereof from him to demand, collect and receive; acquittance for the receipt to execute, and in case of refusal to proceed by attachment against his person and estate and furthermore him to constrain to pay by way and means of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; with power also to compromise, arrange and agree; and furthermore all things to do, transact and perform, which may be needful and seem to him proper; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by said attorney, without any opposition, [448] binding himself thereto as by law provided, on condition that the attorney be held, when requested, to make a proper return of his said transactions and receipts. Thus done and executed in Beverwyck in N: Netherland, in presence of Cornelis Bogardus and Jacob Loockermans, called as witnesses hereto.

Gerrit Slichtenhorst

Jacob Lokermans
Cornelis Bogardus

D. V. Schelluyne, *Not. Pub.*
1664

[1] Probably intended for Esens, in Harlingerland, in East Friesland, province of Hanover, Germany.

Bond of Philip Pietersen Schuyler to Jan Harmensen Weendorp

[449] This day, the 22d of July 1664, Phillip Pietersz Schuyler, trader here, acknowledges that he is well and truly indebted to Jan Hermssz Wintdorp in the sum of ninety-one beavers for seawan by him, Schuyler, to his content received; which said ninety-one beavers he, Schuyler, promises to pay to him, Jan Hermsz, or his order, next month of June Aº. 1665, punctually, in good current payment, the beaver reckoned at eight guilders, binding therefor his person and property, nothing excepted, subject to the jurisdiction of all courts and judges. Done in Beverwyck in N: Netherland, dated as above.

PHILIP PIETERSZ SCHUYLER

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Gerrit Slichtenhorst to Jan Harmensen Weendorp

[450] This day, the 22d of July 1664, Gerrit Slichtenhorst, trader here, acknowledges that he is well and truly indebted to Jan Hermssz Wintdorp in the sum of three hundred and eighty-six guilders for goods to his content received; which said sum of fl. 386 he, Slichtenhorst, promises to pay in the month of September next, punctually, in good, merchantable beavers reckoned at eight guilders apiece, therefor binding his person and estate, nothing excepted, subject to all courts and judges.

Done in Beverwyck, dated as above.

GERRIT SLICHTENHORST

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Power of attorney from Jan Bastiaensen van Gutsenhoven to Oloff Stevensen van Cortlant

[451] This day, the 23d of July 1664, appeared before me, Dirck van Schelluyne, notary public, and before the hereinafter named witnesses, Mr Jan Bastiaensz van Gutsenhoven, trader here, and declared that by these presents he constituted and appointed Mr Oloff Stevenssz Cortlant his special attorney to demand, collect and receive from divers persons, his, the appearer's, debtors, pay-

ment of what they owe him, according to obligations, accounts and vouchers placed in the attorney's hands; as such, acquittance for receipts to give; the unwilling debtors to constrain to pay by way and means of justice; to this end all the terms of the courts to observe unto judgment and extreme execution thereof; with power if need be to proceed by attachment against person and property for the recovery of said sum without loss and expense; and furthermore all things to do, perform and transact, which may be needful and which may seem to him proper; promising at all times to hold valid whatever in the matter aforesaid may be done and performed by said attorney, without any opposition, binding [452] himself thereto as by law provided, on condition that the attorney be holden a proper return to make of his said transactions and receipts when requested. Thus done and executed in Beverwyck in New Netherland, in presence of Mr Phillip Pietersz Schuyler and Herman Vedder, fellow traders here, called as witnesses hereto.

JAN BASTIAENSE

Philip Pietersz Schuyler
Harman Vedderen

D. V. SCHELLUYNE, *Not. Pub.*
1664

Lease of a house in Beverwyck from Sweer Theunissen to Jan Cornelissen van der Heyden

[453] This day, the 7th of August 1664, Sweer Theunissz[1] has let and Jan Cornelissz van der Heyden of him has hired the lessor's house, lot and garden as shown and known to the lessee, standing and lying in the village of Beverwyck; which house, lot and garden the lessor promises to deliver in proper repair, window, roof, floor and fence tight, from now to the first day of May 1666; for which the lessee promises to pay a hundred and fifty guilders in seawan, to wit, fifty guilders next May 1655 [1665], and the remaining hundred guilders at the end of the lease; the lessee remaining holden at the end of the lease again to deliver up said house, lot and garden in good repair, accidents from without excepted; binding thereto their respective persons and estates, nothing excepted, subject to the authority of all courts and judges.

[1] Sweer Theunissen van Velsen, or van Westbroeck.

All in good faith, done in the colony of Rensselaerswyck, dated as above.

Sweer Thoonussen
Jan Cornelisz vander Heyden

In my presence,

D. V. Schelluyne, *Not. Pub.*
1664

Power of attorney from Jan Coster van Aecken to Nicolaes de Meyer

[454] This day, the 27th of August 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Mr Jan Coster van Aken, trader here in Beverwyck, and declared that he constituted and appointed by these presents Nicolaes Meyer, trader at Amsterdam in N: Netherland, his special attorney to demand, collect and receive from divers persons, his debtors, payment for what they owe him according to obligations, accounts and vouchers thereof placed in the attorney's hands; as such, acquittance for receipts to deliver, and in case of refusal the unwilling to constrain to pay by way and means of justice; to this end all the terms of the courts to observe unto sentence and extreme execution thereof; finding himself aggrieved by said sentence, to take exception thereto and to appeal therefrom and said exception and appeal to prosecute to the end; with power to compound, agree and arrange, and if need be one or more persons to substitute in his place having the like or limited authority; and furthermore all things to do, transact and perform, either in or out of court, [455] which may be needful and which may seem to him proper; promising at all times to hold valid whatever in the matter aforesaid may be done and performed by said attorney, or by his substitute, without any opposition, provided that the attorney shall be holden a proper return and accounting to make of his said transactions and receipts. Thus done and executed in Beverwyck in N: Netherland, in presence of Phillip Pietersz Schuyler and Jan Claesz van Ossaenen, called as witnesses hereto.

Jan Koster

Philip Pietersz Schuyler
Jan Claesz Backer

Lease of Goossen Gerritsen van Schaick's farm to Claes Theunissen van Gorinchem

[456] This day, the 16th of September 1664, Mr Goossen Gerritssz van Schaieck lets and Claes Theunissz van Gorinchem[1] hires, with consent of the Honorable Director Rensselaer, the lessor's plantation lying on the east bank of the North river in the colony of Rensselaerswyck, on which the lessee dwells at present, the size and condition of which are known to him, on the following conditions:

The lessor rents the said farm to the lessee for the term of two years having commenced on the first day of May last.

Furthermore, the lessee has bought of the lessor the house which stands on the said plantation, which is hereby delivered and conveyed to him in fee.

In payment and satisfaction of the rent of said land and the purchase of said house, the aforenamed Claes Theunissz promises to pay two hundred guilders in beavers at eight guilders apiece or in beaver's value. [The remainder wanting and the whole canceled.]

Contract of sale of the house mentioned in the foregoing instrument from Goossen Gerritsen van Schaick to Claes Theunissen

This day, the 16th of September 1664, Goossen Gerritssz van Schaeick sells and Claes Theunisz buys the house standing upon the plantation heretofore occupied by him, Goossen Gerritsz, in which the buyer now dwells; for which the buyer promises to pay two hundred guilders in beaver's value at eight guilders apiece, to be paid within the time of six years, or in six instalments, each year thirty-three guilders and some stivers; the first instalment on the first day of May 1665; the second on the first of May 1666, and so on every year, punctually without suffering one [year] to run into the other unpaid.

[457] It is further stipulated that the buyer shall be holden food and lodging to give to a negro, or laboring man, whom the seller is keeping there for his service, for the time of three years beginning on the 1st of February last, and in case of the death of the negro, or other occasion, which the seller may have, the seller may put another laborer in his place and the buyer shall maintain the same

[1] Probably the same person as Claes Teunissen to whom Goosen Gerritsen in 1669 sold some parcels of land in the Esopus; see *Early Records of Albany*, 1:462–63. Gorinchem or Gorkum, for short is a city on the Merwede, in the province of South Holland.

in board and lodging the remaining time as before; provided the negro or laboring man shall be holden twelve days every year to work for the buyer.

Finally the fruit trees in the garden by said house with the fence of the garden remain in the ownership of the seller, which he, the seller, after the lapse of the said three years may dispose of; likewise in his ownership remains the fence on the land on the south side of the land of the buyer as the said fence now stands.

The said Claes Theunissz has received of said Goossen Gerritsz two milch cows on halves as to the increase, according to the usage of this colony, and that for the time of three years beginning on the 1st of May last, for which as an additional rent he is to pay ten pounds of butter every year.

Claes Theunisz has also received three sows, for which he shall deliver here every year, for five years, one good hog for slaughter, at least a year old, at the end of which [five years] said three sows shall be his own.

All honestly and in good faith, these are subscribed by the parties in the colony of Rensselaerswyck, dated as above.

GOOSEN GERRETSEN
This mark X was made by CLAAS THEUNISZ, aforenamed
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Willem Teller to Jan Claessen Backer

[458] This day, the 30th of September 1664, Mr Willem Tailler acknowledges that he is well and truly indebted to Jan Claessz Backer,[1] in the sum of one hundred and thirty-five guilders in beavers, for goods to his content received from him; which said sum of one hundred and thirty-five guilders he, Teyller, promises to pay to said Jan Claessz, or to the lawful bearer hereof, on or before the month of June 1665 next, punctually and without longer delay, in good whole beaver skins at eight guilders apiece; therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges. Done in Beverwyck, on the date above written.

WILLEM TELLER

[1] Jan Claessen Backer van Oostsanen, free trader at Beverwyck; see page 227.

Power of attorney from Jan Claessen Backer to Jacob Schermerhoorn

[459] On this day, the 30th of September 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Jan Claessz Backer, trader here, proposing to return to Holland, and declared that he constituted and appointed by these presents Mr Jacob Schermerhooren his special attorney to demand, collect and receive from diverse persons, his debtors, payment of what they owe him, according to accounts, obligations and vouchers placed in the hands of said attorney; as such, acquittance to deliver for receipts and in case of refusal the unwilling to constrain to pay by legal process and rigor of justice; to this end all the terms of the courts to observe to judgment and extreme execution thereof; and furthermore all things to do, execute and perform which may be needful and which may seem to him proper; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by said attorney, without any opposition, provided the attorney be holden [460] a proper return to make of his said transactions and receipts when requested.

Thus done and executed in Beverwyck in N: Netherland, in presence of Gysbert Janssz and Jurriaen Theunissz, called as witnesses hereto.

Jan Claesz Backer

Jure Jan Tunsen
Gysebert Yansen

In my presence,
D. V. Schelluyne, *Not. Pub.*
1664

Power of attorney from Jan Cornelissen van der Heyden to Aeltie Jans Wemp, his wife, and Arnout Cornelissen Viele

On this day, the 30th of September 1664, Jan Cornelisz van der Heyden (proposing to depart for Holland) declares that he constitutes and appoints by these presents Aeltie Jansz Wemp, his wife, and Aernout Cornelisz his special attorneys, in his absence all his affairs and business in this country to perform, direct and administer to his best advantage; all outstanding debts according to his accounts and vouchers thereof to demand, collect and receive; acquittance for the receipts to deliver; the unwilling to constrain to pay by legal process and rigor of justice; to this end all terms of the courts to observe unto judgment and extreme execution thereof;

and his just rights both in suing and defending against all and every person to preserve, guard and exercise; with power also to compromise, [461] arrange and agree; and furthermore all things to do, perform and execute, either in or out of court, which may be needful and which may seem to these attorneys to be proper; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by said his attorneys, without any opposition, binding himself thereto as by law provided. All in good faith, done in the colony of Rensselaerswyck, on the date above written.

JAN CORNELISZ: VANDER HEYDEN

As witnesses:
Jan Nack
This mark M was made by *Matheus Abrahamsz*

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Aert Goossensen van Twiller to Gerrit Hendricksen van Rys

This day, the 9th of October 1664, appeared before me, Dirck van Schelluyne, notary public, and before the afternamed witnesses, Aert Goossens Van Twieller, dwelling in the said colony [of Rensselaerswyck], and acknowledged that he is well and truly indebted to Gerrit Hendricxsz van Reis in the sum of two hundred Carolus guilders at 40 groats apiece Holland money, growing out of the purchase and delivery of diverse goods to his satisfaction thankfully received; which said sum of two hundred Carolus guilders he, the appearer, [462] by these presents, orders and charges his attorney, Mr Peel van Hennekelaer, sheriff of the jurisdiction of Nieukerck in Gelderland, to pay to said Gerrit Hendricxsz van Reys, or to the lawful bearer hereof, within the time of six weeks after he, Van Reys, shall have arrived at Nieukerck, or this shall have been shown; and that out of his patrimonial estate and effects, whereof the said Mr Hennekelaer has the administration and direction, according to power of attorney dated [blank] 1663, executed before me, the notary, and certain witnesses; and in case of failure of payment as above (contrary to expectation) he, the appearer, promises said sum or the value thereof to pay in this country in beavers, on demand; binding his person and estate, real and personal, none excepted, and especially also his patrimonial estate and

effects for the recovery of the sum if need be without expense and loss, subjecting himself to the authority of all lords, courts, tribunals and judges, and especially of the honorable court of Gelderland. Thus done and executed in the colony of Rensselaerswyck, in presence of Mr Arent van Curlar, commissioner of said colony of Rensselaerswyck, and Tieleman van Schelluyne, called as witnesses hereto.

AERT GOOSENSEN

A. van Curler
T. V. Schelluyne

Bond of Harmen Harmensen van Gansevoort to Gerrit Hendricksen van Rys

[463] This day, the 10th of October 1664, Harmen Harmensz van Ganssevoort acknowledges that he is well and truly indebted to Gerrit Hendricxsz van Reis in the quantity of eleven good, whole, merchantable beaver skins, reckoned at eight guilders apiece, for the purchase and delivery of twenty-eight spades by him to his content received; which said eleven beavers he, Ganssevoort, promises to pay to said Van Reis, or to the lawful bearer hereof, on or before the month of June 1665, punctually and without further delay; binding his person and estate, nothing excepted, and specially his farm lying in Catskil together with a stallion and gelding, all subject to the authority of all courts and judges for the recovery of the said debt if need be without loss and expense. Done in the colony of Rensselaerswyck, dated as above.

HERMEN HERMENS GANSEVORT

By me, *Cornelis Cornelissen van Sterrenuelt*
Jacob Janse Flodder, witness

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Cornelis Brantsen van Nieukerck to Gerrit Hendricksen van Rys

[464] This day, the 9th of October 1664, Cornelis Brantssz van Nieukerck acknowledges that he is well and truly indebted to Gerrit Hendricxsz van Reis in the sum of twenty-five guilders Holland money for goods to his content received; which said sum of twenty-five guilders he, Cornelis Brantssz, promises to pay at

the latest in the month of May 1665, punctually; and whereas said Cornelis Brantssz and Van Reis are proposing to return to Holland by the ship *Eendracht,* therefore, in case of accident (which may God prevent) said sum may be recovered without loss or damage out of his estate of inheritance or lands called Schephorst, situated near Nieukerck aforesaid in Gelderland; binding hereto his person and estate, nothing excepted, subject to the authority of all courts and judges, and especially of the honorable court of Gelderland. Done in the colony of Rensselaerswyck, on the date above written.

CORNELIS BRANTSEN

As witnesses:
R. V. Renseler
G: Swartt

D. V. SCHELLUYNE, *Not. Pub.*
1664

Agreement between Andries de Vos and the orphan masters of Beverwyck regarding the settlement of the estate of the late Arent Andriessen Bratt (incomplete)

[465] On this day, the 10th of October 1664, Andries de Vos, father of Catalina Andriesz, widow of the late Arent Andriessz, of the first part, and (the honorable orphan masters Jan Verbeeck and Evert Wendel, orphan masters of the village of Beverwyck, now called Albany),[1] of the second part, declared and acknowledged that they had fully adjusted, settled and squared accounts with each other respecting the paternal estate and inheritance of the six surviving children procreated by the aforesaid Arent Andriessz and Catalina Andriessz namely, Jeffie, Adriaentie, Andries, Dirck, Samuel and Cornelia Andriessz, and that in the presence of Hendrick Jochemsz, empowered hereto by the aforesaid widow, in manner following:

The honorable orphan masters hereby acknowledge that the said Andries de Vos has made a proper accounting and final settlement of the paternal estate of the aforesaid children, wherefore they, in their official capacity, release him from all further claims, with this condition that the aforesaid six children, after the death of said Andries de Vos, out of the most available property left by him, shall obtain and receive the sum of one hundred guilders in beavers or beaver's value, each to have an equal portion thereof, for which

[1] The words in parentheses are crossed out and replaced by the name Hendrick Jochemsz. See next document.

he, Andries de Vos, hereby binds and obligates himself . . . [not finished and canceled in the record].

Agreement between Andries de Vos and Hendrick Jochemsen, as attorney for the widow of Arent Andriessen Bratt, regarding the settlement of the latter's estate

[466] On this day, the 11th of October 1664, Andries de Vos, of the first part, and Hendrick Jochemsz, as attorney for Catalina Andriesz (daughter of said De Vos), widow of the late Arent Andriessz, of the second part, acknowledged that they had contracted and agreed with each other about what hitherto has been outstanding between him, De Vos, and the aforesaid Arent Andriessz, deceased, in respect to the use of the sawmill at Wapanicasick, which they have had in company or partnership, in manner following:

All accounts, debts and claims which they have against each other on that account are hereby canceled and annulled, so that neither partner has any further claim upon the other; on this express condition, however, that the children of said Catalina Andriesz (procreated by said Arent Andriesz), after the death of said Andries de Vos, out of the first and most available property left behind, shall receive the sum of one hundred guilders in beavers or beaver's value, for which he, De Vos, binds and obligates himself; wherewith the parties hereto mutually are agreed and content, the one making no further claim upon the other, and they therefore in manner above mutually release each other. All in good faith done in [467] Beverwyck, now named *Albany*, dated as above, in presence of Mr Jan Verbeeck and Evert Wendel, as witnesses.

Andryes de Vos
Hendrick Jochemsz

As witnesses:
Jan Verbeeck
Evert Wendel

In my presence,
D. V. Schelluyne, *Not. Pub.*
1664

Bond of Maria Dyckman to Gerrit Hendricksen van Rys

This day, the $\frac{1}{11}$th of October 1664, Maria Dyckman acknowledged that she was well and truly indebted to Gerrit Hendricxsz van Reys in the sum of sixteen beavers at eight guilders each, for

the purchase and delivery of a hogshead of French wine by her to her content received, which said sum of sixteen beavers she, Maria Dyckman, promises to pay without expense and loss in the month of June A°. 1665, punctually and without longer delay. And whereas she declares hereby that on his return to Holland in 1656 she gave and delivered to Mr Johannes van Twiller, now dwelling at Nieuwkerck in Gelderland nine beavers to purchase some goods for her and send them over here, which he has not as yet done; therefore by these presents she desires said Van Twiller to pay said nine beavers, or the proceeds thereof to said Van Reis, or to the lawful bearer hereof, in part payment of this obligation; and in case he, [468] Van Twiller, (contrary to expectation) fails to pay said nine beavers, then shall this obligation remain in full force; she promising honorably to satisfy the same in the month of June A°. 1665, as above, therefor binding her person and estate, nothing excepted, subjecting the same to the authority of all courts and judges.

Done in Beverwyck, now called Albany, dated as above.

MARIA DYCKMANS

Cornelis Brantsen
Matthys Steenbergh
As witnesses

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Cornelis Brantsen van Nieukerck to Gerrit Hendricksen van Rys as security for the debt of Pieter Bruynsen

Cornelis Brantssz hereby undertakes and promises to pay as his own private debt to Gerrit Hendericxsz van Reys (with whom by God's help he is about to return to Holland), or to the bearer hereof, on account of Pieter Bruynssz van Bohemen (now also sailing for Holland), the sum of thirty-four guilders Holland money, to be paid in Holland or at Nieukerck in Gelderland on sight, the just value whereof he, Pieter Bruynsz, has received from him, Van Reis, here; for which Cornelis Brantsz binds his person and estate, nothing excepted, and especially his estate [469] of inheritance in the lands called Schephorst, lying near Nieukerck in Gelderland aforesaid; he, Pieter Bruynssz, promising for this act of friendship done hereby at all times when required to indemnify him and to

save and keep him harmless. Done in the colony of Rensselaerswyck on the $\frac{1}{11}$th of October 1664.

This mark X was made by PIETER BRUYNSZ VAN BREMEN,[1] aforesaid
CORNELIS BRANTSEN
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

Bond of Anthony Jansen to Gerrit Hendricksen van Rys

This day, the $\frac{8}{13}$th of October 1664, Anthony Janssz, court messenger of the colony of Rensselaerswyck, acknowledged that he was well and truly indebted to Gerrit Hendricxsz van Reis in the sum of four hundred and thirty guilders in good, strung seawan for the purchase of two hogsheads of French wine to his content received, which sum of four hundred and thirty guilders he, Anthony Janssz, promises to pay to said Van Reis or to the lawful bearer hereof at the latest in the month of May A°. 1665, punctually and without longer delay, therefor binding his person and estate, nothing excepted, subject to the authority of all courts and judges.

Done in the colony of Rensselaerswyck, dated as above.

ANTHONY JANSZ

Cornelis Brantsen
Pieter Yacopsen Borsboom
Witnesses
In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

[In the margin is written:] The contents of this obligation are satisfied; as appears by the annexed, and it is therefore crossed out here. This day, the 23 Sept. 1667.
3 Oct.

[1] Thus in the original, though the *Dutch Records of Kingston*, revised translation by Samuel Oppenheim, p. 65, has "Pieter Bruynsen van Boheemen," as in the text.

Bond of Juriaen Teunissen to Richard van Rensselaer

[470] This day, the $\frac{4}{14}$th of October 1664, Jurriaen Theunissz, innkeeper in Beverwyck, now called Albany, acknowledged that he was well and truly indebted to Mr Rychard van Rensselaer in the sum of forty good whole merchantable beavers reckoned at eight guilders apiece, for the purchase and delivery of two aams of brandy by him to his content received; which said sum of forty good whole merchantable beavers he, Jurriaen Theunissz, hereby promises to pay to said Mr Van Rensselaer or to the lawful bearer hereof at the latest in the month of June A°. 1665, punctually and without further delay, therefor binding his person and estate, personal and real, nothing excepted, subject to the authority of all courts and judges. Done in Albany on the date above written.

JUREYAN TUNSEN

In my presence,

D. V. SCHELLUYNE, *Not. Pub.*

1664

This obligation is satisfied as appears by the books of Juriaen Theunisz.

Declaration of Pieter Jacobsen Borsboom (incomplete)

[471] This day, the $\frac{8}{18}$th of October 1664, Pieter Jacobsz van Borsboom, son of the late Jacob Pietersz Borsboom, born at Catwyck op Rijn[1] in Holland, dwelling at Schanechtede or *de groote vlackte,*[2] declared ... [The remainder wanting].

Power of attorney from Gerrit Hendricksen van Rys to Arent van Curler

This day, the $\frac{10}{20}$th of October 1664, Gerrit Hendericksz van Reys, being about to depart for Holland, declares that he constitutes and appoints hereby Mr Arent van Curler his special attorney in his absence to demand, collect and receive from divers persons, his debtors, payment for what they owe him according to obligations, accounts and proofs thereof listed below; as such acquittance to

[1] Katwijk on the Rhine, or Katwijk-Binnen, a village about 5 miles north west of Leiden.

[2] The Great Flat, west of Schenectady; see *History of the Schenectady Patent,* p. 59, 65–66, 91–93.

give for receipts, the delinquent to constrain to pay by legal proceedings and rigor of justice, to which end all terms of the courts to observe unto sentence and extreme execution thereof, including costs, damages and interest thereon; with power one or more persons having the same or limited authority in his place to substitute; and furthermore all things to do, transact and perform which may be needful and which may seem to the attorney proper; promising at all times to hold valid whatever may be done and performed in the matter aforesaid by the said attorney, without any opposition, provided the attorney be holden a proper return to make of his said transactions and receipts when required. Done in the colony of Rensselaerswyck, dated as above.

GERRIT VAN RYS

In my presence,
D. V. SCHELLUYNE, *Not. Pub.*
1664

[472] List of debts which Mr Arent van Curlar is to collect and receive for Gerrit Hendricxsz van Reis according to the above-written power of attorney

Of Lambert van Valckenburch, for shoes delivered, in beavers ..... 20 gl.
Of Cornelis Dircxsz Vos, ½ beaver ..... 4 "
Jan Verbeeck, in seawan 3 gl .....
Pieter Quackebos, 1½ beavers ..... 12 "
Cornelis Hoogeboom, 1 beaver ..... 8 "
Marten *bierkaker's*[1] wife, in seawan 27 gl .....
Madam Dyckman, according to obligation dated $\frac{1}{11}$ Oct. 1664, 16 beavers ..... 128 "
Catalyna, the widow of Arent de Noorman,[2] in beavers .. 36 "
in seawan gl. 1–10 .....
Akes Cornelisz,[3] in beavers ..... 16 "
in seawan gl. 5 .....
Cobus *de looper*,[4] in seawan 14 .....
Young Poentie,[5] by settlement of accounts, in beavers .. 12 "
Jochem Ketlehem, ½ beaver ..... 4 "

[1] Marten Hendricksen from Hamelwaerde, or Hamelwörden, near Freiburg on the Elbe, Hanover. See *Van Rensselaer Bowier Mss*, p. 821.
[2] Arent Andriessen Bratt.
[3] Akes, or Jacques, Cornelissen van Slyck.
[4] Jacobus Teunissen de Looper.
[5] Teunis Cornelissen van Vechten; see *Van Rensselaer Bowier Mss*, p. 815

Pieter Adriaensz *gemackelick*,[1] in beavers..... 4 gl.
and in seawan gl. 2–10.....
Barent Albertsz,[2] 1½ beavers..... 12 "
Harmen van Gansevoort, in seawan gl. 14.....
also per obligation eleven beavers..... 88 "
Poulus, the servant of Jan Eps,[3] in seawan gl. 15.....
Pieter *de steenbacker*,[4] 3 beavers..... 24 "
Theunis de bierdrager, in seawan gl. 6.....
Geertie Bouts, ½ beaver..... 4 "
Steven Jansz, in seawan gl. 28.....
Jan Machielssz, ½ beaver..... 4 "
Anthony Jansz, per obligation in seawan gl. 430.....
Marcelis Jansz, per account, in seawan gl. 300.....
Pieter Meusz, 3½ beavers..... 28 "
Willem Brouwer, 2½ beavers..... 20 "

Gerrit van Rys

[473] Mr Arent van Curlar: Please pay for me, Bartholomeus Hoogeboom, to Gerrit Hendricxsz van Reys, or his order, the quantity of eight *mudden* of wheat, which shall serve as a payment to me or be credited to your account with thanks. Kindly do me this favor. Done in the colony of Rensselaerswyck, the $\frac{13}{23}$th of October 1664. I say eight *mudden* or thirty-two skipples of wheat.

BATHOLOMEUS HOOGEBOOM

I, the undersigned, accept the above order. Done as above.

A: VAN CURLER

Power of attorney from Pieter Symonsen van Oostsanen to Jacob Schermerhoorn

[474] This day, the $\frac{15}{25}$th of October 1664, Pieter Symonssz van Osaenen, trader here, declared that he hereby constituted and appointed Jacob Schermerhoorn, who accepts this power, his special attorney to demand, collect and receive from diverse persons, his debtors, what they owe the subscriber, according to obligations,

[1] Pieter Adriaensen van Woggelum.
[2] Barent Albertsen Bratt.
[3] Jan van Eps, one of the persons killed in the massache at Schenectady of 1690. The servant referred to may be Paulus Jansen, who in 1669 received a patent for 1½ morgens of land at Schenectady.
[4] Pieter Jacobson Borsboom, the brick maker.

accounts and vouchers placed in the hands of the attorney; as such for receipts acquittance to give; the unwilling debtors as well in Albany as in the colony of Rensselaerswyck and elsewhere dwelling by way and means of justice to constrain to pay; to which end all legal steps to observe unto judgment and extreme execution thereof; and furthermore all things to do, transact and perform which may be needful and which may seem to him proper; promising at all times to hold valid whatever shall be done and performed in the matter aforesaid by said attorney, without any opposition, provided the attorney shall be holden a proper return to make of his said transactions and receipts when required.

Done in Albany dated as above.

PIETER SYMONZ VAN OOZTSAEN
JACOB JANSEN SCHERMERHOOREN
In my presence,
D. V. SCHELLUYNE,
Secretary of the colony of R: wyck
1664

Lease of lot no. 3 in the new village at the Esopus from Goossen Gerritsen van Schaick to Pieter Hillebrantsen and Harmen Lievens

[475] On this day the $\frac{7}{17}$th of November 1664, Goossen Gerritssz van Schaeick acknowledged that he had let and Pieter Helbrantssz [1] and Hermen Libes,[2] husbandmen in the Eospus, that they had hired of him the lessor's lot of land no. 3, lying in the newly laid out village [3] in the Esopus, to the lessees known, for the term of six consecutive years commencing on the 1st of May 1665, on the following conditions:

The lessees shall be holden at their expense to inclose or fence in the half of the lot of the lessor where the hamlet is to be, which half lot the lessor keeps for his accommodation. They are also at their expense to build a proper dwelling house, barn and rick, which with the other structures (at the option of the lessor at the time) shall be taken over by the lessor at the end of the lease at a valuation by impartial persons called for that purpose.

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[1] Pieter Hillebrantsen.
[2] Harmen Lievens. The name is added in the margin and throughout the document the personal pronoun "his" is changed to "their."
[3] Referring to the settlement which afterwards became known as Hurley.

The lessor promises to deliver to the lessees at the beginning of the lease four draft horses (to be agreed upon by the parties at the delivery); also four cows, the increase of which at the end of six years shall be divided and a half thereof be received by each; but in addition the full number of said cattle must then be delivered up again to the lessor; [476] the lessees have already received a wagon and plow and their belongings and the harness for four horses, which at the end of the lease shall be delivered up again in good condition; the lessor shall also deliver the iron teeth for a harrow and a plowshare and colter on the above conditions.

The lessees receive the land fallow and shall deliver up the same in the same condition at the end of the lease, remaining holden to send back the horses and cattle then, but the lessor may use said horses to put the land in seed in the autumn preceding the termination of the lease. For the rent and use of which said allotment of land and lot the lessee shall pay nothing the first year; the second year two hundred guilders in wheat at beaver's price; the third year three hundred guilders in wheat; and the following three years four hundred guilders a year, also in wheat or other grain at beaver's price as before, to be delivered each year at the expense of the lessee at the *Ronduyt* or at the kill there.

All charges and expenses which may fall upon said village during this lease, assessable on said parcel of leased land, shall be a charge upon the lessees.

For the execution and performance of these presents the parties hereto mutually bind their respective persons and estates, nothing excepted, subject to the authority of all courts and judges. Done in Albany, dated as above.

Goosen Gerretsen
This mark X was made by Pieter Helbrantsz, aforenamed
Harmen Lievens

Jacob Schermerhooren
Gerrit Reyersen

D. V. Schelluyne, *Secretary*

Indenture of service of Symon Claessen Turck to Jacob Jansen Flodder

[477] This day, the $\frac{24 \text{ November}}{4 \text{ December}}$ 1664, Jacob Janssz Flodder acknowledged that he had hired Symon Claesz Turck, who also acknowledged that he had bound himself to serve said Flodder

in all faithfulness and diligence, especially in building and whatever else he may be able to do, except farming and the cutting of logs to be sawn in the sawmill, but including the sawing itself, for the term of one year commencing on Monday $\frac{28 \text{ November}}{8 \text{ December}}$ next; in consideration of which service the said Flodder, besides reasonable board and lodging, promises to pay to him, Turck, the quantity of seventy-five beavers reckoned at eight guilders apiece, or else seawan reckoned at twenty guilders the beaver, or other wares and merchandise at beavers' price at the choice of said Flodder; and in case said Symon Turck becomes wilfully negligent in said service, so much shall be deducted and retained from his stipulated wages (computed or estimated according to what each day amounts to) as the lost days may come to. For the performance and execution of what is hereinbefore written the parties on both sides, each as far as he is concerned, bind their respective persons and estates, nothing excepted, subject to all courts and judges. Done in the colony of Rensselaerswyck, dated as above.

Jacob Janse Flodder
Symen Clasen Turck
In my presence,
D. V. Schelluyne, *Secretary*
1664

Agreement between Jurriaen Jansen Groenwout and Petrus Bogardus regarding the settlement of the estate of the late Maritie Thomas Mingael

[484][1] Appeared before me, Adriaen van Il[pendam], notary public (appointed by the [honorable] magistrates of Albany, colony of Rensselaerswyck and Schanechtade, with the approval of the Right Honorable Françoys Lovelace, on the part of His Royal Highness James, duke of York, governor general of all his territories in America), and before the afternamed witnesses, Jurriaen Jansz Groenewout, widower of the late Maritie Thomas Mingael, of the first part, and Petrus Bogardus, husband of the daughter of said Maritie Thomas, named Weyntie Cornelis (which daughter Maritie Thomas had procreated by her former husband, Cornelis

[1] Pages 478–81 are missing; page 482 contains a declaration of Cornelis van Nes and Jan Jansen Oothout which is printed in its proper place after the settlement of Cornelis Hendricksen van Nes and his wife on page 278 of this volume, and page 483 is blank. With the exception of an occasional leaf which has been bound in the wrong place, the remainder of the volume consists of notarial minutes of Adriaen Jansen van Ilpendam.

Theunisz Bosch [1]), of the second part, and in love and friendship contracted and agreed with each other in manner following, viz: Jurriaen Jansz Groenwout acknowledges that he has accepted and received, as by these presents he does accept and receive, the whole estate of said Maeritie Thomas, as well personal as real, nothing excepted, together with all the debts and claims which have been presented against said estate up to this date, but if (contrary to hope) any other debts shall be presented against the estate after this date, Jurriaen Jansz and Petrus Bogardus shall be holden to pay the same together. Therefore, Jurriaen Jansz releases said Petrus Bogardus from all the debts on condition as above and promises to pay the same, binding thereto his person and [485] estate, personal and real, present and to come, subject to the authority of all courts and judges; and moreover Jurriaen Jansz promises within the time of three days to deliver to said Petrus Bogardus all the clothing of his aforenamed deceased wife except a colored silk skirt trimmed at the bottom with four rows of gold braid, which he keeps for himself.

Pieter Bogardus acknowledges that on the beforementioned conditions he hereby wholly renounces and relinquishes the aforesaid estate and conveys the same to said Jurriaen Janse absolutely.

The above-written conditions said Jurriaen Jansz and Petrus Bogardus promise wholly to observe without any opposition or complaint, binding thereto their respective persons and estates, nothing excepted, and in confirmation thereof they have with their own hands subscribed these in presence of Mr Jan Verbeeck, Mr Ryckert van Renselaer, Stoffel Jansz Abeel and Jan Heyndricksz Bruyn, as witnesses hereto, without craft or guile, in Albany this sixteenth day of August one thousand six hundred and sixty-nine.

This is the mark X of JURRIAEN JANSZ GROENWOUT, made by himself

PIETER BOGARDUS

WYNTIE CORNELIS BOS

Jan Verbeeck
R. v. Rensselaer
Stoffel Jan A[b]eel
Jan Henderck Bruyns

Quod attestor

ADRIAEN VAN ILPENDAM, *Notary Public*

[1] The same as Cornelis Teunissen Bos, or van Westbroeck; see *Van Rensselaer Bowier Mss*, p. 181, 814; *Early Records of Albany*, 1:408.

Auction sale of the brewhouse, brew kettle and vat of Cornelis Cornelissen van Voorhout

[487][1] Conditions and terms whereupon the sheriff, by way of execution, by virtue of a judgment of the 31st of January 1664 rendered by the honorable court of the colony of Rensselaerswyck in favor of Jan Labatie against Cornelis Cornelisz van Voorhout for the sum of fl. 425 in beavers or beavers' value (less payments), proposes to sell at public sale to the highest bidder a brewhouse, in length and breadth as it stands on the farm of the said Voorhout, together with a brew kettle, holding five quarter casks or 1¼ tuns, and a brew vat, everything as since the advertisement of the sale it has been open to public inspection and he, Voorhout, has pointed it out to the sheriff for the recovery of the balance due according to the notices served thereof.

The buyer or bidder shall at his own expense have the said brewhouse taken down and removed to whatever place he pleases.

The aforesaid brew kettle and vat the buyer may take possession of at once, the same to be delivered to him free and unincumbered, without any lien, claim or demand thereon.

The payment must be made in beavers or beavers' value, all at once, on the first of June next, punctually.

The buyer shall be holden to furnish two sufficient sureties, who shall be jointly and severally bound *in solido* as principals for the payment of the purchase money and to [486] that end renounce and waive the exception *ordinis, divisionis et excussionis,* that is to say, the sureties shall not avail themselves of the plea that all remedies against the principal must first be exhausted or that each need pay no more than his share, but each, whether buyer or surety, shall be responsible for the whole and his property liable to summary execution for the same.

If the buyer can furnish no such sureties as above stated, the property is to be offered for sale and sold again at his charge and expense; if it brings less, he must make up the difference; if more, he is to reap no profit therefrom.

The auction fees to be paid as above become a charge upon the buyer.

After running the bids first up and then down, the brewhouse alone was struck off to Henderick Gerritsz, the highest bidder

[1] This document is in the handwriting of Dirck van Schelluyne and belongs apparently to a now missing portion of the record kept by him. Besides being bound out of chronologic order the leaf is turned over, the verso preceding the recto.

and purchaser, for the sum of two hundred and two guilders, according to the above-written conditions.

On the above-written conditions Jacob Joosten remained the highest bidder and purchaser of the brew kettle and vat for the sum of seventy-eight guilders, for which Stoffel Janssen and Jan Labatie become sureties, this $\frac{7 \text{ February}}{25 \text{ March}}$ A°. 1667,[1] in Albany.

Jacop Joosten
Jan Labatie
Stoffel Jansz Abeel

[In the margin are written the following memoranda:]
Henderick Gerritsz fl. 32:—
Bids for the kettle and vat: Labatie fl. 48:—Ab[r]. Staets fl. 50:—Dan[l]. Rinckhout fl. 60:—Jan Labatie fl. 70:—Jacob Joosten remained the highest bidder for the kettle and vat for the sum of fl. 78. The tavern expenses at this sale at Anthony Jansen's amounted to the sum of fl. 19:6:—

Contract of sale of part of a lot from Storm van der Zee to Cornelis van Dyck

[488] This day, the 18th of February 167$\frac{7}{8}$, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Storm van der Zee, of the first part, and Surgeon Cornelis van Dyck, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit:

Storm van der Zee acknowledges that he has sold and Surgeon Cornelis van Dyck that he has bought a certain part of the said seller's lot lying here in New Albany between the lot of the buyer and that of the seller, in breadth twenty-four feet Rhineland measure and in length southward from the kill[2] to within seven or nine feet of the fence of the seller, as far as the right of Harmen Rutgers extends in length, which said Harmen Rutgers also bought of the said seller; and the seller now delivers the said lot to the buyer. For which the buyer promises to pay the seller the sum of fourteen good, whole beaver skins, or the value thereof in good strung seawan, or good winter wheat, as the market shall then be, the same to be paid within the space of one year from this

[1] Apparently a mistake for $\frac{25 \text{ February,}}{7 \text{ March}}$ A°. 1667.
[2] The Rutten kill.

date, and so soon as the payment shall be made the seller promises to deliver to the buyer a good, valid, binding deed of conveyance, saving and excepting the lord's rights. For the performance of these, said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed these with their own hands in New Albany, dated the 18th of February $167\frac{7}{8}$.

Storm van der Zee
Cornelis van Dyck

As witnesses:
Johannes Provoost
Hans Dreper

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Power of attorney from Reynier Pietersen to Walran du Mont

[489 blank; 490] Appeared before me, Willem Bogardus, notary public, appointed by the Right Honorable François Lovelace, on behalf of his Royal Highness James, Duke of York, deputed governor general in all his territories in America, and before the afternamed witnesses, Reyntje Pietersen, who declared that he had constituted and appointed, as he does by these presents, Mr Walran du Mon[t], inhabitant of the village of Wiltwyck in the Esopus, his special attorney in his name and behalf during his absence to represent the principal's person; to look after and take care of all his trading, business and affairs, whatever they now are or hereafter may be; also to demand, collect and receive all his, the principal's outstanding debts, claims and credits that are duly owing to him from divers persons residing in said village and elsewhere according to present or future vouchers; for receipts acquittance to give and if needful to release from future demands; also in case of refusal of payment or delay against the delinquent debtors to proceed and to prosecute them before the courts and competent benches of justice; all legal steps to observe until final termination of the matter and royal execution inclusive; [491] with power also one or more persons to substitute in his place and furthermore all things to do herein which the principal himself being present might or could do; promising to hold and to cause to be held valid whatever shall be done in the matter by the attorney or his substitute, [the principal] binding himself thereto

as by law provided, on condition that the attorney under like obligation be holden a proper return and accounting to make of his payments and receipts. In good faith subscribed in N. York on the 23d of October 1668.

This is R P the mark of REYNTJE PIETERS, made by himself

Signed in our presence:
Symon Romeyn
Tammes Daues [1]

Acknowledged before me,
W. BOGARDUS, *Not. Pub.*

The grain to be received in virtue of the above power of attorney please send to Mr Cornelis Steenwyck.[2]

Lease of a house at Schenectady from Bent Bagge to Jan Rinckhout

[494][3] Appeared before me, Adriaen van Ilpendam, appointed notary public by the honorable magistrates of Albany, Renselaerswyck and Schanechta[de] with the approval of the Right Honorable Françoys Lovelace on behalf of his Royal Highness James, Duke of York, governor general over all his territories in America, and before the afternamed witnesses, Bent Bagghe, of the first part, and Jan Rinckhout, of the second part, and have agreed and contracted in manner following, to wit: Bent Baggh[e] acknowledges that he has leased and Jan Rinckhout that he has hired a certain house and barn and all the land that the lessor has sown on the south side of the house at Schanechtade, at present sown with eight skipples of oats and a half skipple of maize, for the time of one year beginning from this date; and the lessor likewise leaves there a cow and calf and eight hogs, old and young, of the increase from which cow and hogs the lessor and lessee shall each receive the half, and at the end of this lease the lessor [lessee] is holden to deliver up again the same quantity of land sown with similar seed and to return the cow or value thereof, [495] and said eight hogs (or so much as they are now

[1] Probably intended for Tamme Douwes, a Frisian name.

[2] As shown by its execution at New York, the above power of attorney does not belong to the Albany records. It is written on a double sheet of paper which shows signs of wear through the center, as if for a long time it had been kept in a folded condition. The second leaf, which constitutes pages 492 and 493, is blank.

[3] In the margin is written with a later hand: "Transports by Elpendam beginning 12th July 1669 ending 15 Sepr 1676."

worth on appraisal) to the owner with half of the increase of the same, and the calf, all at the risk of the owner; for which the lessee promises to pay (at the end of this lease) nine good, whole, merchantable beaver skins.

The contracting parties mutually promise to perform what is hereinbefore written and bind thereto their respective persons and estates, nothing excepted, under submission as provided by law, and in confirmation hereof they have with Aernout Cornelisz Vyle and Claes Tysz as witnesses subscribed these with their own hands in Albany, this 12th of July 1669.

This is the mark + of BENT BAGGE,
set by himself
JAN RYGHAUT

As witnesses:
Arnout Cor: Viele
Claes Thyssen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Deposition of Jacob Thyssen van der Heyden

[498][1] This day, the 22d day of June 1670, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Jacob Tysz van der Heyden, aged about 53 years (being a burgher and citizen of this aforesaid place of Albany), who acknowledged, attested, declared and affirmed, as he hereby does attest, declare and affirm at the request of Jan Cornelisz Roodt, that it is true and truthful that next harvest time it will be about six years ago that he bought a hog with white bristles of Eldert Gerbertsz Cruyff for the sum of two whole beavers, to be charged to the account of the said Jan Cornelisz, and that this is the honest truth, being ready (when requested) to confirm the same by a solemn oath, and in presence of Harmen Bastiaensz and Jacob van Laer, as witnesses hereto, he has signed this with his own hand (without fraud or deceit) in Albany, dated as above.

JACOB THYSEN VANDER HEYDEN

Harmen Bastiaens
Jacob Gerretsz van Laer

Quod attestor
ADRIAEN VAN ILPENDAM, *Notary Public*

[1] Page 496 contains a bond of August 17, 1660, which is printed in its proper chronologic place at the beginning of the volume. Page 497 is blank.

Deposition of certain Catskill Indians as to what took place at the house of Jan Hendricksen Bruyn

[499 blank; 500] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, two Katskill Indians and a squaw, who on this 23d day of June 1670 said that last Sunday evening they came to the house of Jan Heyndricksz Bruyn and that said Jan Heyndricksz said to them at the time that they must go out again and come there again in the morning, which they did and went to the shore and there slept that night under some boards set up against a fence, and in the morning early at daybreak entering through the gate again, came to the old house of Jan Hendrickse and said to the negro that they were hungry and wanted to cook, and as Jan Hendrickse had not yet arisen, an Indian laid himself down to sleep, and there also came a Maqua Indian and squaw with a child, which squaw also laid herself down to sleep beside him. All of which has been interpreted as the truth to me, the notary, in presence of the aforesaid Indians, by Joris Christoffelsz, who questioned the Indians in regard thereto and who with them has also subscribed this with his own hand, in Albany, this 23d of June 1670.

This mark X was made by an Indian called MAMANICHTACK
This mark + was made by an Indian called TEFFENICHKI
This mark X was made by an Indian squaw called MEMECHTIEMACH

Joris Christoffels

Quod attestor
ADRIAEN VAN ILPENDAM, *Notary Public*

Depositions of Jan Andriessen Kuyper and Catalyntje Barents regarding abusive language used by Ludovicus Cobes

[501 blank; 502] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, on this 27th day of June 1670, Jan Andriesz Kuyper, aged about 30 years, and Catalyntie Barents, wife of Paulus Maertensz van Benthuysen, aged about 32 years, who severally acknowledge that they had attested, declared and affirmed, without the persuasion, inducement or fraud, of any person, but for the sake of justice, as by these presents they do attest, declare and affirm (at the request of Wynant Gerritsz) in manner following, to wit: Jan Andriesz ack-

nowledges that on the 24th of June in the evening he heard Ludovicus Cobes call out aloud in the street: "I shall have the fool hung as the mill is done." Thereupon I, the undersigned Jan Andriesz, went to bed, partly because I was sleepy and because I did not want to listen to another man's abusive language.

Catalyntie Barents testifies that on the date aforesaid, the 24th of June, she heard Ludovicus Coobes call aloud in the street: "You devilish fool, you are lying abed and hear this perfectly well; come out and clear yourself; you owe me at least a hundred *daelders*[1] and now you are sponging on some one else." [503] And the wife of Wynant Gerritsz going out and being near the door of Jacob Abramsz, Ludovicus aforenamed came there and said: "You *moer* Melchers,[2] you big slut with your fat legs," and many other abusive words, "do you want any thing written down, I must be present thereat"; whereupon said wife of Wynant aforenamed went into the house of Jacob Abramsz Kuyper. In witness of the truth of the foregoing, the aforesaid deponents (each for himself) are ready when requested to confirm the same by solemn oath, and without fraud or deceit they have signed this with their own hands in Albany, this 27th of June 1670.

JAN ANDRIES
This is the mark U of CATALYNTIE BARENTS, set with her own hand
Quod attestor
ADRIAEN VAN ILPENDAM, *Notary Public*

Deposition of Maritie Pieters, wife of Hans Dreper, as to abusive language used by Ludovicus Cobes

[504] On this day, the 4th of July 1670, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Marytie Pieters, aged about 50 years, wife of Hans Dreeper, who acknowledged that she had attested, declared, and affirmed, as by these presents she does without the inducement, fraud or persuasion of any person, but for the sake of justice, at the request of Wynant Gerritsz, in manner following, to wit: On the evening of June 24th she heard Ludovicus Coobes cry aloud on the street,

[1] One *daelder* = 1½ guilders.

[2] Referring to Tryntje Melgers, the wife of Wynant Gerritsen van der Poel, who for fourteen years had been a licensed *vroedvrouw*, or midwife, at Albany, in which employment she was continued by Governor Lovelace on May 27, 1670; see his order in *Annals of Albany*, 4:16. *Moer*, a contraction of *moeder*, mother, is a somewhat vulgar appellation which at that time was commonly applied to midwives.

"You devilish fool, you false devil, you are not so fast asleep, come out from there and clear yourself; and you *moer* Melchels with your license, you big slut with your fat legs, *Ghy sult inde Craem koomen van een grooten stront daer sal Kackedorus Vroet Moer af weesen";* and many more improper words. That the foregoing is the truth, said deponent is ready when requested to confirm by solemn oath and she has subscribed the same with her own hand in Albany, dated as above.

This mark + was made by MARYTIE PIETERS herself

Quod attestor
ADRIAEN VAN ILPENDAM, *Notary Public*

Account of money due to Reyndert Pietersen

[505 blank; 506] Reyndert Pietersz says there is due to him from the following persons, to wit:

[5?] July 1670 from Celitie, wife of Andries Joachimsz	
6 ells of serge @ fl. 9 the ell, in seawan	fl. 54–
4 ells of serge @ fl. 9 the ell, seawan	36
2½ ells ditto serge, seawan	22–10
4 skeins of silk, seawan	1–12
to seawan lent	18–
to seawan	14–
to rope, seawan	14–
a long gutter, seawan	34–
a black hat, beavers	10–
a pair of Spanish leather shoes, beavers	6–
2300 bricks @ fl. 14 the thousand with the freight, beavers	32–4
Andries Joachimsz's fare twice up and down [the river], beavers	16–
paid for Andries to Marcellus Jansz, in seawan	18–10
paid for him to Mother Dyckmans, in seawan	12–
lent to him, in seawan	13–
paid for him to Jan Meyndertsz, in seawan	9–
a roll of tobacco, 6 lb @ 14 stivers, in seawan	4–4
N. B. a silver spoon lent	
a velvet waist, in seawan	75–
Furthermore, found in a book that he is indebted for	
one anker of brandy, five beavers	40–
11 ells of linen @ *f* 6 the ell	66–

Of the foregoing a copy was sent to New York 11 November 1670.

[507] Reyndert Pietersz says there is due to him from: 5 July 1670 Sweer Teunisz Debit

6 ells of kersey @ 13 boards the ell, amounting to 78 boards
4 leather skins @ 9 boards apiece, amounting to 36 boards
a hat, balance 10 oak boards
14 lb of tobacco @ fl. 1–4 a lb, in seawan.....fl. 16–16
Isaack taken up the river to Fort Orange at Marreken Poest's expense 5 July 1670 Roelof Swartwout Debit
According to acknowledgment of an obligation in seawan .....fl. 30–

Declaration of Reyndert Pietersen as to a load of wood brought from New York with the help of Jan Cornelissen Roodt

[508] On this 5th day of July 1670, I, the undersigned Reyndert Pietersz, affirm and declare that in the autumn of 1661 Jan Cornelisz Roodt sailed with me and my sloop from Albany to New York and remained there that winter and helped me fetch a sloop-load of wood. The truth of the above I am ready (when requested) to confirm. Done in Albany, dated as above.

This mark R P of Reyndert Pietersz was made by himself

As witnesses:
Roelof Swartwout
This is the mark X made by
Jan Evertsz, as witness
Quod attestor
Adriaen van Ilpendam, *Notary Public*

Will of Reyndert Pietersen

[509 blank; 510] In the name of God, Amen. By the contents of this present public instrument know all men that in the year of our Lord and Savior Jesus Christ one thousand six hundred and seventy, the nineteenth of July, about ten o'clock in the forenoon, before me, Adriaen van Ilpendam, notary public residing in New Albany, appointed by the Honorable Françoys Lovelace, governor general in behalf of his Royal Highness over all his territories in America, and before the afternamed witnesses, appeared the worthy Reyndert Pietersz to me, the notary, well known, sick of body, but nevertheless having full possession and

use of his understanding and memory according to all outward appearance, who declared that he, considering the certainty of death and the uncertainty of the time and hour thereof, had therefore found good to dispose of his worldly estate, while yet through God's grace he had the power, and that he did so out of his own free will, without the persuasion or inducement of any persons; therefore, commending his immortal soul to the gracious and merciful hands of God Almighty, his Creator and Savior, and his dead body to an honorable burial, he declared first that he revoked and annulled all testaments, codicils and instruments which he may in any wise have made and executed before this date. Furthermore said testator, now anew disposing, [511] appoints as the curators and executors of his estate in this country, the honorable sheriff Gerard Swart and Adriaen van Ilpendam, the same to settle as far as is practicable without the orphan masters or any other person meddling with the oversight of said estate, and the same expressly hereby discharging and excluding therefrom. Furthermore he appoints as his universal and general heirs, his mother named Taet Joosten and his wife named Metie Jans, both dwelling at Bolswaert in Vriesland, each to receive the half of the residue, and in case one of the two be deceased, then shall her portion devolve upon the other, on the express understanding that the creditors of the testator must first be paid. The aforenamed curators and executors shall be holden to render to said heirs or their attorneys a proper inventory, accounting and return. And if it be necessary that he, the testator, after this, should in writing and over his own hand or signature, or before two or more credible persons or witnesses, make further devises, legacies or declarations, or make any alterations in the foregoing conditions, enlarging or restricting the same, he, the testator, desires all such to have the same force, virtue and effect and by every one to be esteemed and holden, as if written and recited in this will.

[512] Furthermore he desires that this his last will shall have effect, whether as testament, codicil or contract, or as the same shall be found to be best supported and maintained, notwithstanding that herein all the formalities required by law shall not have been observed, desiring the same to be holden as herein observed. And furthermore he, the testator, desires me, the notary, to make and issue one or more copies hereof in proper form. Thus done and executed at the house of Jan Evertsz, shoemaker, in Albany in America, the year, month, day and hour aforesaid, in presence of Mr Gerret van Slichtenhorst and Jan Evertsz, hereto called

and bidden as witnesses, who with the said testator have subscribed these presents.

This is the mark R P of Reyndert Pietersz, made by himself

Gerrit van Slichtenhorst, witness
This is the mark + of *Jan Evertsz,*
set by himself as witness

Quod attestor
Adriaen van Ilpendam, *Notary Public*

Deposition of Tryntje Jans, wife of Eldert Gerbertsen Cruyff, about her husband's partnership with Harmen Gansevoort and Jan Cornelissen Root

[513 blank; 514] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany, on this 16th day of January 16 $\frac{71}{72}$ Tryntie Jans, wife of Eldert Gerbertcz Cruyff, who hereby acknowledges that she has deposed, as she does depose hereby, at the request of Harmen van Gansevoort, that she well remembers that her husband and Harmen Gansevoort and Jan Cornelisz Root entered with each other into partnership as to brewing and that her husband was to have the just half of the profits and said Gansevoort a fourth part, provided he should do the work of brewing, and said Jan Cornelisz a fourth part on condition that Gansevoort again was to receive one-half of the gains which Jan Cornelisz should earn by his work during the term of the partnership; all of which we, the subscribers, Pieter Pietersz Lassingh and Barentie Gerrits, wife of Jan Harmensz Backer, and I, the undersigned Adriaen van Ilpendam, testify that we heard Eldert Gerbertsz Cruyff say about an hour or an hour and a half before his departure for *patria* and that said Eldert said he was ready at all times to confirm the same. Said deponents are ready when requested to confirm the truth of the foregoing by solemn oath and they have subscribed this with their own hands. [515] Done in Albany, on the date above written.

This is the mark + of Tryntie Jans, made by herself
Pyetter Pyetterssen Lassen
Berentyn Gerreyts Pauws
Adriaen van Ilpendam

Quod attestor
Adriaen van Ilpendam, *Notary Public*

Deposition of Willem Pietersen about Jan de Goyer having called Poulyn a thief

[516] This day, the 29th of June 1671, appeared before me, Adriaen van Ilpendam, notary public residing in Albany, and before the hereinafter named witnesses, Willem Pietersz, about 30 years of age, who at the request of Dirckie Harmens, without persuasion or inducement of any one, but for the sake of justice, hereby certifies and acknowledges it to be true and truthful that now about eight years ago, when Eldert Gerbertsz and Jan Maertensz were gathering in the harvest, Jan de Goeyer inveighed against Weyntie, who is now Poulyn's wife, accusing Poulyn [1] of being a thief, of having stolen the milk and butter of Eldert and sold them to the Indians. Also that the said Weyntie stayed there about four weeks (two or three days more or less) during the harvest, during which time she caused two letters to be written to Dirckie Harmens to ask her to release Poulyn from his promise of marriage to her. The truth of all that is aforewritten the deponent is ready when required to confirm by solemn oath. Done in Albany, dated as above.

This is the mark + of Willem Pietersz, set with his own hand

Gabriel Tomasen
Lourus van Alen

Quod attestor
Adriaen van Ilpendam, *Notary Public*

Appointment of Adriaen van Ilpendam as provost of Albany, Rensselaerswyck and Schenectady

[517 blank; 518] The honorable Major General Captain De La Val [2] and the chief commissioned officers of the burgesses [3] of

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[1] Paulyn (or Paulus) Jansen. May 24, 1669, he received a patent for land at Schenectady, which he sold June 23, 1671, to Christiaen Christiaensen. See Records of the Reformed Dutch Church at Albany, in *Year Book of the Holland Society*, 1904, p. 4; *History of the Schenectady Patent*, p. 101, 123, 265; and *Early Records of Albany*, 1:485.

[2] Captain Thomas Delavall, a member of the Council, who had been appointed mayor of the city of New York on October 9, 1670. April 11, 1670, he and Capt. Dudly Lovelace received instructions to consult with the magistrates at Albany about the best means of making peace between the Maquas and the North Indians, to look into the condition of the garrison and the fort, the farming of the excise, the support of the minister, trade with the Indians and other matters. See the instructions in *Minutes of the Executive Council of the Province of New York*, edited by V. H. Paltsits, 1:385–86. Capt. Delavall was in Albany between June 14 and September 25, 1671.

[3] *De Hooft Officieren in Commissie vande Burgerye.*

Albany, colony of Rensselaerswyck and Schanechtade and the district of the same hereby absolutely authorize the clerk, Adriaen van Ilpendam, [to serve] as provost of the aforesaid burgesses, the half of all fines that may be forfeited to belong to him, and if anyone should refuse to pay, the officer Captain Salsberry[1] and the officers of the council of war shall lend him a helping hand. Done in the aforesaid council of war held at Albany, this 15th of July 1671.

THO: D. LAUALL
Mayor Generall
ABRAM STAAS
PHILIP SCHUYLER
VOLCKART JANSZ

Order to the inhabitants of Albany, Rensselaerswyck and Schenectady to provide themselves with arms and ammunition within two weeks

[519 blank; 520] The honorable Major General De la Val and the chief commissioned officers of the burgesses of Albany, colony of Rensselaerswyck and Schaenechtade order hereby that all the inhabitants, as well of Albany and the colony of Rensselaerswyck as of Schanechtade and the district thereof, shall be holden to provide themselves each with a gun and side arms, two pounds of powder and four pounds of lead, to wit, all those who are over fifteen and under sixty years, within the time of fourteen days, on penalty of one hundred guilders in seawan. Albany, this 15th July 1671.

By order of said Council of War,

ADRIAEN VAN ILPENDAM
Clerk

Warning!

The chief officers of the colony of Rensselaerswyck hereby expressly order that every one shall regulate himself according to the above-written ordinance and have everything ready as above stated within four days from this date. Done this 20th of May 1672.

VOLCKART JANSZ
This is the mark X of GERRIT TEUNISZ, set by himself

[1] Captain Sylvester Salisbury, commissioned July 13, 1670, as commander in chief of the garrison at Albany, to succeed Capt. John Baker, discharged.

Deposition of Hendrick Cuyler as to a verbal agreement between Maritie Dames and Johannes Clute about the site of a house at Niskayuna

[521 blank; 522] This day, the 1st day of August 1671, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Heyndrick Kuyler, aged 34 years, burgher of this place, to mē, the notary, well known, who affirms and declares for the honest truth (at the request of Johannes Cluyte) that now about a year ago, being at the house of Maritie Dames, the aforesaid Johannes Cluyte asked Maritie Dames, in presence of her daughter Elisabeth, where and on what spot they both should build at Estagioene,[1] and that Johannes Clute left the same to her decision; whereupon she answered: "Remain where you are on your own land and I will build over the little kill." Concluding herewith, the deponent is ready (when required) to confirm the aforesaid declaration by a solemn oath. Albany, dated as above.

HENDRICK COYLER

Quod attestor
ADRIAEN VAN ILPENDAM, *Notary Public*

Report of referees in the matter in dispute between Barent Pietersen and Teunis Cornelissen and Ludovicus Cobes

[523 blank; 524] Whereas their honors of the court of Albany, etc. have pleased to appoint us, Gerard Swart and Adriaen van Ilpendam, as arbitrators wholly to decide the dispute between Barent Pietersz and Teunis Cornelisz of the one side and Ludovicus Coobes of the other side, in regard to house rent which Barent and Teunis claim of said Ludovicus; therefore, after having examined certain papers and listened to divers oral debates, we find that Ludovicus Coobes shall pay the aforesaid lessors the sum of eight whole, merchantable beaver skins and that there shall not be paid to him nor deducted by him any fees for citations, notices or attachments which he may have served for the lessors in partnership, but that said lessee may deduct from said sum whatever he may earn from each of the lessors in particular. As regards the costs of this suit, each of the aforesaid parties shall be holden to pay the just half. Done in Albany, this 6th of March 167⅔.

G. SWARTT
ADRIAEN VAN ILPENDAM

[1] Niskayuna.

Order of the council of war to the inhabitants of Albany, Rensselaerswyck, Schenectady, Kinderhook and the Tweelingh, between the ages of 15 and 60, to appear with arms and ammunition at Albany on June 4th

[525 blank; 526] At a council of war meeting of the chief commissioned officers of Albany, colony of Rensselaerswyck and Schanechtade and the district thereof, held May 24, 1672

Present:

2 Capt. Major Abraham Staas
1 Captain Salisberry
4 Capt. Philip Pietersz Schuyler
3 Captain of the Horse J: V: Renselaer
Lieut. Willem Teller
Lieut. Goosen Gerritsz van Schayck
Lieut. Johannes Clute
Lieut. Volckert Jansz
Cornet Jan Heyndricsz van Balen
Ensign Jacob Sandertsz Glen
Ensign Gerrit Teunisz

It was ordered by said council of war that all persons (who are above 15 and under 60 years of age) shall be holden to appear with proper hand and side arms, well provided with powder and ball, as well infantry as cavalry of Albany, colony of Renselaerswyck and Schanechtade, as well as those of Kinderhoeck and the Tweelingh,[1] on Tuesday the 4th of June, at nine o'clock in the forenoon, at Albany, where the ensign shall be flung out, on penalty of 25 guilders in seawan. Dated as above.

By order of the aforesaid council of war.

Adriaen van Ilpendam
Provost

Silv^r Salisbury
Abram Staas:
Jeremias van Rensselaer
Philip Schuyler
Volckart Jansz

Will of Robert Sanders and his wife Elsje Barents

[527–29 blank; 530] In the name of God, Amen. Know all men that on this 19th day of April 1673, before me, Adriaen van Ilpendam, notary public residing in New Albany, appointed by

[1] Literally: the Twins.

the Right Honorable Francis Lovelace, [governor] general of the parts of America, pursuant to nomination, for the places of Albany, colony of Rensselaerswyck and Schanechtade and the district of the same, and before the hereinafter named witnesses, came and appeared the worthy Robbert Sandersz and Elsie Barents, his wife, both residing here in Albany, to me, the notary, well known, and both being at present sound of body, walking and standing, and having perfect command and use of their faculties, reason, memory and understanding, according to outward appearances, nothing to the contrary being observable; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof and wishing therefore to anticipate the same by a proper disposition of their worldly goods to be left behind, declare without inducement, persuasion or misleading of any persons to have made, ordained and determined this their joint last will and testament in form and manner following: First and foremost commending their immortal souls, whenever they shall be separated from their bodies, to the gracious and compassionate hands of God, their Creator and Redeemer, and their bodies to a Christian burial; likewise revoking, canceling and anulling hereby all and every such testamentary dispositions and wills as they before this date jointly or severally may have made and executed, holding the same null and of no effect, and now disposing anew, they, the said appearers and testators, mutually declare that they have nominated and instituted, as by these presents they do, the survivor of the two as their sole and universal heir of the entire estate, personal and real, claims, credits, money, gold and silver, coined and uncoined, [531] jewels, clothing, linen and woolens, household furniture, etc., nothing excepted, which the first deceased of the two shall leave behind as well in this country as elsewhere, therewith to do as with his or her own absolute property, without contradiction or opposition from any person or persons whomsoever, and no one shall oblige the survivor to furnish an inventory or appraisal of the estate so long as the same shall remain in his or her widowed condition. And if so be that the survivor happen to marry again, then the just half of said estate (as the same shall be found to exist) shall be distributed among the surviving children, to wit, to Elizabeth Robberts, Marytie Robberts, Saertie Robberts and Annetie Robberts, and such other children, whether sons or daughters, as God Almighty may please to grant them, that all and every one may recieve their legitimate portion of their father's or mother's estate, provided that the survivor shall receive the

interest or income thereof until the children shall arrive at their majority or marriage estate; which children the survivor shall be bound to bring up in the fear of the Lord and (so far as possible) to cause them to be taught reading and writing together with some trade by which by God's help they may honorably earn their living. And if they, the testators, hereafter either in writing and under their own hands or signatures, or before two or more trustworthy witnesses by word of mouth, shall bequeath, devise or declare anything more, or shall change, increase or diminish any of the above-said conditions, they will and desire all the same to be of the same force, virtue and effect as if written and described in this their testament. All which aforesaid conditions they, the testators, declare to be the last will and testament of them both, desiring the same hereafter to have full effect and force, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as the same may be most effective, notwithstanding that certain formalities demanded by law and [532] usage may not herein have been fully observed, desiring the utmost benefit to be received herefrom, and that one or more copies hereof in proper form be made to be used as occasion requires. Thus done and executed in New Albany in the house of the testators, in presence of Claes Ripsz van Dam and William Nottingham, trustworthy witnesses, who, with the testators and me, the notary, have subscribed these with their own hands, the year, month and day aforesaid.

Robert Sandersz
This is the mark X of Elsie Barents, made with her own hand

As witnesses
Claes Ripsen van Dam
William Nottingham
Quod attestor
Adraen van Ilpendam, *Not. Pub.*

Will of Jan Jansen Noorman and his wife Maritie Dircks

[533 blank; 534] In the name of God, Amen. Know all men that on this 21st day of April 1673, before me, Adriaen van Ilpendam, notary public residing in New Albany, appointed by the Right Honorable Françoys Lovelace, [governor] general of the parts of America, pursuant to nomination, for the places Albany, colony of Rensselaerswyck and Schanechtade and the district thereof, and before the afternamed witnesses, appeared and came the worthy Jan Jansz Noorman and Maritie Jans, his wife, both residing here

in Albany, to me, the notary, well known, both being at present sound of body, walking and standing, and having perfect use and command of their faculties, reason, memory and understanding, as outwardly appeared, nothing to the contrary being observable; which appearers considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof, wishing therefore to anticipate the same by a proper disposition of their worldly effects to be left behind, declare, without inducement, persuasion or misleading of any persons, to have made, ordained and concluded this, their last will and testament, in form and manner following: First and before all commending their immortal souls whenever they shall be separated from their bodies to the gracious and merciful hands of God their Maker and Redeemer, and their bodies to a Christian burial, likewise revoking, canceling and annulling hereby all and every such testamentary disposition and bequest as they before this date either jointly or separately may have made and executed and holding the same null and of no effect and now anew disposing, they, the appearers and testators, reciprocally declare that they have nominated and instituted, as by these presents they do, the survivor of the two as their sole and universal heir to the entire estate, personal and real, claims, credits, nothing in the world excepted, which the first of the two deceased, as well here in this country as elsewhere, shall leave behind on his or her death, to do therewith as with his or her own absolute property, without contradiction or opposition [535] of any persons, and likewise that no one whomsoever shall have power to demand of the survivor any accounting or inventory of said estate; and in case the testator happen to die first, then the testatrix shall own the whole; but if so be that the testatrix die first then shall the testator be holden to reserve for the testatrix's daughter, Sussanna Dircx (whom she procreated with her former husband, Dirck Dircksz Mayer, deceased), all the testatrix's clothes, as well linen as woolens and all that has belonged to her body, nothing excepted, and if the aforesaid daughter comes to die first, before her said mother, and afterward the mother comes to die, then shall said daughter's children in like manner divide and apportion said clothing, share and share alike; on condition that said daughter's husband, named Barent Albertsz, shall receive nothing thereof. Furthermore, the testator shall also be holden to reserve for the son of the testatrix (whom she also procreated with her aforenamed husband, deceased), named Dirck Mayer, the sum of one hundred and sixty guilders in beavers, with this express condition

that if said son comes to die without leaving any lawful issue, then the children of said Susanna shall inherit said money on reaching their majority, till which time the same is to be taken good care of, and that the father, Barent Albertsz, shall not draw one stiver either of the principal sum or income thereof, for reasons the testatrix thereto moving; and if so be that said Barent Albertsz comes to die and said Susanna may need the money for her livelihood, she may then have the full ownership of the money and dispose thereof at her pleasure; but if the testatrix comes to die before her aforenamed son, Dirck Mayer, and said son demand the money, he shall not be denied the use and disposal thereof according to his pleasure. And if they, the testators, hereafter, by writing and under their own hands or signatures, or by word of mouth before two or more trustworthy witnesses, bequeath or devise anything and make a further declaration, or in the above-written conditions change, increase or diminish anything [536], they will and desire the same to be of the such force, virtue and effect, and by every person to be so esteemed and holden, as if in this will they were written and described. All which aforesaid conditions they, the testators, declare to be the last will and testament of them both, desiring that hereafter the same may have full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as the same may be most effective, notwithstanding that some formalities demanded by the laws and usage may not be fully observed herein, desiring that the utmost benefit herefrom may be enjoyed, and that one or more copies hereof in proper form may be made to be used as occasion may require.

Thus done and executed in New Albany at the house of the testators, in presence of the worthy Pieter Ryverdingh and David Pietersz Schuyler, trustworthy witnesses hereto called and bidden and who with the appearers and me, the notary, have subscribed these with their own hands, the year, month and day above written.

This is the mark X of Jan Jansz Noorman, made by himself
This is the mark + of Maritie Dirck, made with her own hand

As witnesses:
Pieter: Ryverdingh
Davydt Schuyler

In presence of me,
Adriaen van Ilpendam, *Notary Public*

Deposition of Adriaen van Ilpendam and others about efforts to settle a dispute between Hendrick Rooseboom and Robert Livingston

[537 blank; 538] On this 28th day of January 167$\frac{4}{5}$, we the undersigned, Adriaen van Ilpendam, Pieter Jansz Loockermans and Dirck Bentsingh affirm and declare that we at the request of Heyndrick Rooseboom were asked this evening to go to Dominie Schaets and inquire if he, Dominie Schaets, would please go to Lievensteyn's[1] to request of said Lievensteyn that the difference between said Rooseboom and said Lievensteyn might be adjusted; whereupon said Dominie Schaets and Adriaen van Ilpendam went immediately to the lodging of said Lievensteyn. The foregoing we affirm to be true and are ready when requested to confirm the same by a solemn oath. In confirmation of which we have subscribed this with our own hands in Albany on the date above written.

Adriaen van Ilpendam
Pieter Loockermans
Dirck Bensem

Additional deposition by Adriaen van Ilpendam

I, the undersigned, Adriaen van Ilpendam, aged 56 years, affirm and declare that yesterday evening, being the 28th of January, about bellringing, (at the request of Heyndrick Rooseboom) I went with Dominie Schaets to the house of Gabriel Thomasz where Lievenstyn lodged, and with much reasoning sought to induce Lievenstyn out of Christian love to adjust the matter and difference which occurred on the 26th of this month between him and Rooseboom at the house of Dominie Schaets, [stating] that said Rooseboom was heartily inclined thereto. But Lievenstyn would not consent thereto and gave for answer that expenses had been incurred and that the matter must be decided before the judges. The foregoing I affirm to be true, and am ready (if need be) to confirm the same by a solemn oath. Done in Albany this 29th of January 167$\frac{4}{5}$.

Adriaen van Ilpendam

[1] Robert Livingston's

Deposition by Roelof Jansen as to the price of Jan van Nes's farm

[539] On this day, the 27th May 1675, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Roeloff Jansz, aged about 29 years, who acknowledges that he has testified, as by these presents he does testify, without any dissimulation, for the sake of justice, at the request of Jan van Nes, that it is true and truthful that he, said Roeloff Jansz, in the month of April last, was sitting at the house of Jurriaen Teunisz, sewing, the precise day he does not well remember, when he heard Jurriaen Teunisz ask of Jan van Nes: "How much is the farm worth on which you dwell?" Whereupon Jan van Nes answered: "It is well worth 400 or 500 beavers"; to which Jurriaen said: "You shall not guess again." Then Jan van Nes replied: "There is a part of the land plowed which must be paid for." Again Jurriaen said, "that must be appraised." As one is bound to testify to the truth, especially when required, therefore the aforenamed deponent is ready, if need be, to confirm the foregoing by a solemn oath, and he has subscribed this in presence of me, the undersigned notary, with his own hand, in Albany, dated as above.

ROELEF JANSEN

Quod attestor

ADRIAEN VAN ILPENDAM

Not. Pub.

Deposition of Willem Martensen Hues about three scowloads of brick delivered by him in 1668 to Balthasar de Haert at New York

[540] This day, the 29th of August 1672, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Willem Maertensz Huys,[1] aged about 56 years who without dissimulation or misleading of anyone hereby acknowledges that he has affirmed, as he does hereby, at the request of Lourens van Alen, that it is true and truthful that this deponent in the year 1668, with the scow of Emmetie Volckers, carried thirty thousand bricks in three loads from the Esopus and delivered the said 30,000 bricks to Mr Balthasar De Haert at New York. As one is bound to state the truth, especially when required to do so, this deponent is

[1] In *Early Records of Albany*, 1:451, he is called "a seaman."

ready to confirm the foregoing by a solemn oath, if need be, and has subscribed this with his own hand. Done in Albany, on the date above written.

Willem Martensz Hues
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Deposition of Barent Meyndersen and Isaack Verplanck about an affray between Harmen Jansen and Jan Cornely

[541] This day, the 30th of October 1672, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Barent Meyndersz, master shoemaker, aged about 45 years, and Isaack Verplancken, aged about 21 years, who without persuasion and misleading of any persons, but for the sake of justice, jointly and unitedly affirm hereby at the request of Harmen Jansz that last Monday, being the 28th of this month, they saw Harmen Jansz going along with two pieces of beaver skins and on his coming near the house of Jan Cornely,[1] the said Jan Cornely wrested said two pieces of beaver skins (with violence) from the aforesaid Harmen in the street, whereupon Harmen aforesaid again seized one piece out of Jan Cornely's arms, whereupon Jan Cornely said "pay me," and struck said Harmen Jansz several times. As one is bound to testify to the truth (especially when required to do so) the aforenamed deponents are ready to confirm what is hereinbefore written if need be by a solemn oath. Done in Albany, on the date above written.

Barent Meyndersz
Isaack Verplancken
In my presence,
Adriaen van Ilpendam
Notary Public

Deposition of Evert Wendel and Gerard Swart about Jan van Marcken's pothook

[542] This day, the 29th of July 1675, appeared before me, Adriaen van Ilpendam, notary public (residing in N: Albany), Evert Wendel, aged about 60 years, and Gerard Swart, aged about 59 years, who (at the request of Jan Gerritsz van Marcken) hereby acknowledge without any deceit or misleading of any persons, but for the sake of justice, that they have deposed as they, the deponents

[1] John Connelly?

hereby do, as follows, to wit: Evert Wendel acknowledges that now several years ago, the precise time he does not well remember, but the fact he well knows, he, at the request of Jan van Marcken, with said Van Marcken went to the house of Willem Brouwer and said Van Marcken asked the wife of Willem Brouwer (in presence of her husband): "Is not my pothanger in your house?" Whereupon the wife of Willem Brouwer answered: "I know nothing about your pothanger, and if your pothanger were of gold, it would not be spoiled in my house." Then immediately Jan van Marcken requested Evert Wendel to go with him to Gerard Swart, who at the time was sheriff of this place, Albany, which three immediately went to the house of Evert Lucasz and said Evert Lucasz's wife (named Jannetie) was asked by Jan van Marcken: "From whom did you get the pothanger which hangs there?" Whereupon she answered: "I bought it from the wife of Willem Brouwer for some cotton." Thereupon Van Marcken requested Gerard Swart to seize the pothanger, which he accordingly did as sheriff.

Gerard Swart, the former sheriff, declares hereby that he seized said pothanger at the time (at the request of said Van Marcken) and furthermore asked Jannetie how she came by the pothanger. Whereupon she answered: "I bought it of the wife of Willem Brouwer." Then said Swart in his capacity of sheriff proceeded against said Brouwer's wife.

As one is bound to affirm the truth (especially when so requested) the said deponents are [543] ready, each for himself, as they have above affirmed, to confirm the foregoing by solemn oath when required and without craft or guile they have subscribed this with their own hands. Dated as above.

Evert Wendel
G. Swartt
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at Coxsackie from Marten Gerritsen van Bergen to Mathys Coenraetsen

[544] This day, the 11th of November 1675, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, the honorable Commissary Maerten Gerritsz of the first part and Mattys Coenraetsz of the second part, who acknowledge that in love and friendship they

have agreed and contracted with each other in manner following, to wit: Maerten Gerritsz acknowledges that he has let and Mattys Coenraetsz that he has hired, a certain farm lying at Kockxhachkingh, heretofore occupied by Gysbert Boogaert, with a house and barn and land as the same has been used heretofore by said Gysbert Boogaert; and said lessor lets the same to said lessee for the time of the six consecutive years, which time began last first of May 1675 and shall end on the first of May 1681; but the lessor reserves a calf pasture at the upper end of the land near the kill; and the lessor has delivered with the land three horses, to wit, two mares and a gelding, and promises to deliver at the first opportunity two more horses; he has also delivered three milch cows and two heifer calves and a bull calf, and promises at the first opportunity to deliver there six heifers in their third year. These above-mentioned horses and cows are all on half the increase [lower half of manuscript destroyed]. [545] Furthermore, the lessee promises to pay the remaining four years as rent sixteen whole beavers yearly, but he may pay the same in the grains or fruits of the land at market values. All that is hereinbefore written the aforesaid contracting parties promise to execute and perform, binding thereto their respective persons and estates, personal and real, present and future, nothing excepted, subjecting the same to the jurisdiction of all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of me, the notary, in Albany, this 11th of November 1675.

MARTEN GERTSEN VAN BERGEN
MATTHYS COENRADT

As witnesses:
Albert Jansz Ryckman
Dirck Bensem

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Letter from Adriaen van Ilpendam to Dammas Guldewaghen

[546–47 blank; 548] *Mr Secretary Dammas Guldewaghen, Salute:*

Your missive dated the 18th of November 1675, new style, came to hand here on the 14th of May 1676, old style. Having noted the contents, I thank you heartily for your trouble and have now executed a power of attorney to Mr Jan Sybinck, merchant, residing on the Haerlemmer Dyck between the two sluices, in the "Golden Fortune," at Amsterdam, which by him or by his order

will be shown to you, for the purpose of receiving on my account the interest which to this date may have accrued, and acquittance therefor to deliver, for which the said Mr Sybinck is to send me over some goods that I am now in need of. Furthermore I humbly request that you will please to have transcribed for me on a sheet of post paper an authentic copy (on payment of a reasonable compensation for the copying) of the appendix or codicil. A copy of the will of my late uncle, David Jansz van Ilpendam, made the 20th of June 1640 before one Jacob Fransz van Merwen, notary, it is not necessary to send me, since in my youth I copied the same from an authentic copy and till this date have it by me, which reads that after the deatah of my late aunt, Aeffie Dammas, I was to receive one thousand guilders, but says nothing about interest. The second thousand guilders was bequeathed to me in a codicil, after the death of my cousin, Jacob van Loodesteyn, the interest of which, so I am informed, I am to receive during the term of my life. Therefore, I shall anxiously look forward to your reply, and I should also like to ask whether in future years the interest might not be received without a power of attorney by a notary or secretary if I wrote you a letter and if you were shown a letter of the same date to the person who was to receive the money for me, which would be done merely to avoid the expense. You ought in my judgment be able to tell from the writing, style and signature that I had written it, the same as I have written and signed this. It may be however that the interest can not be paid strictly every year, on the one hand on account of the perils of the sea or other accidents and on the other because I am here 36 [Dutch] miles inland from New York, where the ships arrive. Wherewith, with hearty greetings, we commend you and your family and all the relatives both of myself and my wife to the protection of the Almighty. Done in Albany in America, the 19th of June 1676, old style.

Your humble and obedient friend and servant,

ADRIAEN VAN ILPENDAM

Letter from Adriaen van Ilpendam to Dammas Guldewaghen

[549] Copy

To the honorable, prudent and discreet Mr Dammas Guldewaeghen
Secretary of the city of Haerlem

Mr Secretary Dammas Guldewaghen, Salute!

Your two agreeable letters (the one dated the 24th of April and the other the 6th of June year 1677) were duly delivered to me

together on the 6th of September of the same year, from which it appears, according to the statement, that you have for me delivered to my attorney the interest to the first of March of the year 1677, amounting to the sum of two hundred and four guilders and eight stivers, which said sum in goods ordered from Mr Jan Sybinck was invested to my content and here received by me only last spring, because the ship had some accidents. On account of the long delay of the ship I feared that all was lost, since we received tidings here that a ship belonging here was taken by the Turk with all the cargo and people (God help them), for which captives a collection was lately made here to gather some money to redeem the same. I heartily thank you for your pains and care, wishing you may be recompensed in return. Furthermore it is my friendly and earnest desire that you would please again on the date or sight of this, to deliver the current interest to said Mr Jan Sybinck or to his order, according to the note of this date which shall be shown to you, about which I have no doubt, and it shall be an especial favor to me, upon which I depend. Herewith we commend, with hearty greetings, your family and the relatives of my wife and myself to the protection of the Almighty.

Done in Albany in America the 19th of September 1678.

Sir and friend, your humble and obedient friend and servant,

ADRIAEN VAN ILPENDAM

Mr Secretary Dammas Guldewaghen: I desire you would please deliver to Mr Jan Sybinck or to his order all the interest which at this date or sight of this is due to me; so doing you will do well and confer a favor upon me, whereupon I firmly depend. *Vale.*

Sir and friend, your humble friend and servant,

ADRIAEN VAN ILPENDAM

Done in Albany in America the 19th of September 1678.

Letter from Adriaen van Ilpendam to Jan Sybinck

[550] *Mr Jan Sybinck, Salute!*

Whereas I have learned from Sybrant van Schayck that you have knowledge that I have fallen heir to some money at Haerlem, therefore I now hereby (from old acquaintance) make bold to request you to receive the same in accordance with a power of

attorney accompanying this, which power as also a copy of a letter inclosed from Mr Dammas Guldewaghen you may show or cause to be shown; the money is ready as you in the aforesaid copy can see. And I desire if you please that you would send me the following goods by the first ship (that shall sail directly out of Holland or England for New York but not to Boston), which I have need of in my housekeeping, to wit:

One piece of strong Alckmaer white linen, 50 ells long at 18 stivers the ell

One piece of good, strong white linen, 50 ells long, 12 to 13 stivers the ell

Eight ells of good, fine linen at fl.2. the ell

Six ells pretty blue linen that has been first bleached white, for about 17 stivers the ell

12 ells of checked linen

Six cotton neck cloths which are striped on the ends

Five quarter yards of black silk *nonpareil,* of the best, for a hood for my wife

Two half pounds white thread, one-half pound somewhat finer than the other to sew shirts with

A ream of High Dutch paper [water-marked] with the fool's cap and bells

A half pound of fine sealing wax

The remaining money in good white Osnabrück (*Osenbrugs*) linen, well remembering that all expenses and customs as well in Holland as in England are first to be deducted and paid.

The aforesaid ream of paper may be loosened and the quires be laid by the side of each other for convenience in packing.

I send herewith also a letter to said Mr Guldewaghen which I have not sealed; when you have read it please close it with a wafer or wax. Entrusting the aforesaid commission to you, I shall depend thereon and confidently look forward to the same. Herewith I commend with hearty greetings all your family to the protection of the Almighty.

Your obedient friend,

ADRIAEN VAN ILPENDAM

Done in Albany in America this
19th of June 1676 old style

Letter from Adriaen van Ilpendam to Jan Sybinck

[551] Copy

Honorable, prudent and discreet Mr Jan Sybinck, merchant, residing on the Haerlemmer Dyck between the two sluices, in the "Golden Fortune," at Amsterdam

Mr Jan Sybinck, Salute!

Your agreeable letter dated the 6th of June 1677 and all the goods have been delivered to me in good condition. I thank you for your good care and wish you would again in future consign my goods to the same man, Mr Pieter Jacobsz Marius, at New York, for he kept my goods the whole of last winter in his house and took good care thereof, because the ship came in so late that the sloops could not sail up here before winter set in. I now send with the accompanying letter an order to the honorable Secretary Dammas Guldewaghen for all the interest which to the date or sight hereof is due to me, to be received by you or your order, and on receipt of the same, I courteously and earnestly desire that you would please send me by the first ship that shall sail directly from Holland or England to New York the following goods:

4 fine bread knives with white handles and silver ferrules

A fine penknife with a longish white handle

A turned horn pocket inkstand to contain 3 or 4 pens

4 fine spectacles with large lenses and silver rims for the use of people who are over 60 years old

2 Testaments with the Psalms accompanied by notes, octavo, bound in black Spanish leather, coarse and clear print, with black silk ribbons therein, one with a black silk ribbon to carry it by over the arm

16 ells of good common tick for a bed, bolster and pillows @ fl.1-4 the ell

One piece of Haerlemmer or peasants' shirt linen, 50 ells long @ 12 to 13 stivers the ell

One dozen cotton neck cloths, striped on the ends

2 pounds of white thread for sewing shirts, one pound somewhat finer than the other

One pound of sewing thread of assorted colors

1 $\frac{9}{16}$ ells of *Poedesoe*[1] for an apron for my wife

3 ells of thick black silk bobbin for the band of said apron

The remainder of the money in good Osenburger[2] linen, to wit, about the half w[hite] and the other half unbleached, well

[1] *Poult-de soie;* a heavy corded silk dress material.

[2] The adjective form of Osenburg, the Dutch name for Osnabrück, in Germany.

remembering that first all customs and expenses both in Holland and in England must be deducted.

I hope that of the fl. 20-11, sent to pay the duty in England on the last [consignment of] goods, something was left over.

N.B. If you are certain that said bedticking will be reckoned contraband, then do not buy it, but send for the money good Osenburger linen, but the apron for my wife you may (if you like) pack in one of the pieces of linen.

Entrusting the foregoing to you, I shall look forward to receiving the said goods (with God's help) next summer. Herewith I commend you and your beloved wife and your whole family, with hearty greetings, to the protection of the Almighty.

Mr Sybinck,

Your obedient friend and servant,

ADRIAEN VAN ILPENDAM

Done in Albany in America, the 19th
of September 1678

Deposition of Gerard Swart and Dirck Wesselsen that Geertruyt Barents made over to Johannes Lansingh a certain sum which she had set aside for her daughter Judickie Hendricks

[552–53 missing; 554] This day, the 8th of April 1676, appeared before me, Adriaen van Ilpendam, notary public residing in Albany in America, Gerrard Swart, aged about 60 years, and Dirck Wesselsz, aged about 34 years, who at the request of Johannes Lantsingh acknowledge that they have testified and declared, as they hereby do testify, that this day they heard Geertruyt Barents, wife of Jacob Hevinck and mother of the late Judickie Heyndrickx, say to Johannes Lantsingh that she fully and absolutely made over to him the Holland money, to wit, four hundred guilders, which she set aside for her said daughter, deceased, in Holland on account of her late father's estate,[1] which she then also did to the amount of the four hundred guilders, and that she, Geertruyt Barents, fully renounced the same.

I, the undersigned notary, hereby likewise certify that the aforesaid transaction took place in my presence, the said Geertruyt Barents herself having requested these deponents to give testimony

[1] Meaning the estate of Hendrick Hendricksen van Harstenhorst, the first husband of Geertruyt Barents; see marriage contract between Jacob Hevick (or Gevick) from Mecklenburg and Geertruy Barents from Dwingelo, or Dwingeloo, in the province of Drenthe, dated September 23, 1662, in *Early Records of Albany*, 1:311; also 329–30.

thereof. As one is bound to testify to the truth especially when requested to do so, said deponents are ready, if need be, to confirm this and in witness thereof they have subscribed this with their own hands in Albany, the day above written.

G: Swartt
Dirck Wesselsz
Adriaen van Ilpendam
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of service of Johannes Dyckman to Tryntie Jochims, the wife of Abraham Staas

[555 blank; 556] This day, the 10th of April 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in Albany in America), Jan Verbeeck and Cornelis Dyckman, of the one side, and Tryntie Joachimsz, wife of the honorable Major Abraham Staas, of the other side, who in all love and friendship have contracted and agreed with each other in manner following, to wit: Said Jan Verbeeck and Cornelis Dyckman acknowledge that they have hired out a certain youngster named Johannes Dyckman, aged about 14 years (brother of said Cornelis Dyckman), to said Tryntie Joachims and to her said husband, for the time of the four successive years beginning on the first of May of this year 1676 old style and ending on the first of May 1680 old style; provided that said Johannes Dyckman be holden (with the help of God Almighty) to serve out the said term of four successive years in all diligence and faithfulness. And said Tryntie Joachims (also with the authority of her husband) promises to keep him in proper clothing against the cold during said time and to have his linen washed and when said four years are ended she also promises to fit him out with a new cloth suit, a new hat, a pair of new stockings and shoes and six new shirts. Said contracting parties mutually promise to execute and perform what is above written (with God's help) binding themselves thereto as by law provided, and in confirmation thereof they have subscribed these with their own hands, dated as above.

Tringen Iochgims
Jan Verbeeck
Cornelis Dyckman
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Deposition of Teunis Dircksen van Vechten about a reduction in the rent of his farm agreed to by the late Jeremias van Rensselaer

[557–59 blank; 560] Teunis Dircksz van Vechten, at present lying sick abed, but of sound mind and memory, testifies and declares in the presence of his sons, Gerrit Teunisz, Dirck Teunisz and Cornelis Teunisz, and of Maerten Gerritsz and Meyndert Fredericsz, that it is true and truthful that the late director of the colony of Renselaerswyck, Jeremias van Renselaer, deceased, promised him that for two bad years, as rent for the farm where Gerrit Teunisz now dwells, he, Teunis Dircksz, would not [have to] pay more than fifty beavers, to wit, for the years 1666 and 1667; also that said late director requested him to build the barn ten feet longer and to raise it one foot and he would pay him for it, which Teunis Dircksz did. The foregoing, Teunis Dircksz says, took place in presence of Mr Andries Teller. In confirmation whereof he subscribes this with his own hand in presence of me, the notary, and of his aforesaid children, in Renselaerswyck, this 13th of April 1676, old style.

This is the + mark of TEUNIS
DIRCKSZ set with his own hand
Which I witness,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

As witness:
Jan Thomasz

Depositions of Jacobus Gerritsen van Vorst and Pieter Pietersen Winne, junior, about improper conduct between Roeloff Carstensen and Maritie Jacobs

[561; 562] On this first day of May 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Jacobus Gerritsz van Vorst, aged about 34 years, and Pieter Pietersz Winne, junior, aged about 33 years, who acknowledge without any dissimulation or misleading of any persons but for the sake of justice that they have testified, as they do testify hereby, each for himself, at the request of Roeloff Carstensz, in manner following, to wit: Said Jacobus van Vorst acknowledges that he saw Roeloff Carstensz and Maritie Jacobs in the month of February 1675, as also at diverse times after said month (at the house of Maerten Gerritsz on the island) go up into the garret together late

in the evening (after Maerten Gerritsz had been long in bed), and that said Roeloff did not come down again sometimes till daybreak and sometimes till an hour or two before day, and that he, Jacobus van Vorst, in the month of April (but the precise day he does not remember) saw in the moonshine said Roeloff and Maritie lie with each other in the cookhouse on the island and that Roeloff had her by the breasts.

Pieter Pietersz Winne, junior, testifies as Jacobus van Vorst hereinbefore has testified, except that he did not see what Jacobus van Vorst alleges to have seen in the cookhouse, but that about eight days after Easter of the same year said Pieter saw Maritie go up into the garret in the evening and that shortly after Roeloff followed her there; also that Roeloff early in the morning came down from thence quite flustered and had not had time to put on his clothes properly, as Maerten Gerritsz came up, so that in the excitement he left his hat lying in the house and asked said Pieter, "Will you get my hat?" which said Pieter did. And in the month of May of the same year (the precise day not remembered) said Pieter heard Roeloff and Maritie up in the garret, Maritie saying: "Fie Roeloff, you must not do that; they might come and peep." And about three weeks before harvest, said Pieter heard Maritie [563] say to Roeloff in the cookhouse: "Well Roeloff, how shall this go? I am pregnant." Whereupon Roeloff answered: "Let us make an end of it." Thereupon she again kept silent, not knowing that he, Pieter, was listening, because he was outside of the cookhouse and they did not see him. Furthermore said two deponents generally acknowledge that in the month of November last they were requested by said Roeloff to go with him to said Maritie to bear witness to what he should ask said Maritie and what she might answer thereto. So they heard Roeloff ask her: "Well Maritie, how shall we have it? You are pregnant by me." Whereupon she replied: "What have these other people to do with us? What we do with each other is between God and us." Whereupon Roeloff said: "I have brought them that they might hear what answer you give me." Then said deponents went away and left Roeloff there with Maritie near the house of the parents of said Maritie. As one is bound to testify to the truth (especially being required so to do) these deponents, each for himself respectively,

are ready to confirm the above and have subscribed the same with their own hands in Albany, dated as aforesaid.

This is the + mark of JACOBUS GERRITSZ VAN VORST, made with his own hand

This is the mark P P W of PIETER PIETERSZ WINNE, junior, made by himself

Which I witness,

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Depositions of Mathys Hoochtelingh and Jurriaen Calyer about the conduct of Maritie Jacobs

[563½] This day, the 24th of February 167 $\frac{5}{6}$, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Mattys Hooghteulingh, aged about 32 years, and Jurriaen Calier, also aged about 32 years, who without any dissimulation or misleading of any persons, but for the sake of justice, at the request of Roeloff Carstensz, acknowledge each for himself, that they have testified as these deponents hereby do testify, in manner following, to wit: Mattys Hooghteulingh acknowledges that (in the year 1675, in the month of May, but the precise day not remembered), being on the island where Maerten Gerritsz dwells, he, the deponent, with the requirer [Roeloff] lay down to sleep in the evening by the fire, and that Maritie Jacobs came by there and pulled their two coverlets off and ran with them up to the garret, whereupon Roeloff Carstensz said: "Why do you take the coverlets off the man?" Then Maritie replied: "Will you have them again? Then you must come and fetch them;" and this deponent falling asleep and sleeping some hours awoke at the first cock crowing and missed Roeloff; at the break of day he saw Roeloff peep out of the trapdoor of the garret, doubtless thinking this deponent was asleep, and coming down he quietly laid himself down by him again. Then this deponent turned over as though he just awoke out of sleep and asked Roeloff where he had been, whereupon Roeloff replied that he came from the barn, and this deponent answered again: "I know the barn well."

Jurriaen Calier testifies that in the month of May 1675 (but the precise day not well remembered) he came to the island where Maerten Gerritsz dwelt to fetch seed oats and on a Saturday

evening with Roeloff Carstensz laid himself down by the hearth to sleep, and having lain a little while Roeloff got up and went to the garret where Maritie Jacobs was; on Sunday morning about breakfast time Maritie Jacobs went to the garret where after a little time Roeloff followed her, and they were together so long up there that the deponent was tired waiting and quietly climbing up the stairs looked into the garret; they seeing him quickly jumped away from each other, whereupon Maritie Jacobs said: "Dear Lord, what's come over me!" As one is bound to testify to the truth (especially being required so to do) the aforesaid deponents are ready (if need be) to confirm this, and have subscribed this with their own hands in Albany, dated as above.

Matys Hoochteulyngh
Jurriaen Calyer

Lease of a house from Bent Bagghe to Jurriaen Jansen van Hoesen

[Reverse of 563½ blank; 564]; On this 3d day of May 1676 appeared before me, Adriaen van Ilpendam, notary public (residing in N. Albany), Bent Bagghe, of the one part, and Jurriaen Janse van Hoesen of the other part, who hereby acknowledge that in all love and friendship they are agreed with each other in manner following, to wit: Bent Bagghe acknowledges that he has let and Jurriaen van Hoesen that he has hired a house and lot in Albany, as it was shown to the lessee, for the time of two consecutive years, for which term the lessee promises to pay the lessor or his order sixteen and a half beavers, and the lessee can pay the same in seawan or in wheat at market price. Binding therefor their respective persons and estates, personal and real, present and future, subject to all courts and judges, said contracting parties have in confirmation hereof subscribed this with their own hands, on the date above written.

Jurriaen Jansen van Hoesen
This is the mark Bv of Bent Bagghe, made by himself

As witnesses:
J. G. v. Marcken
Jan Cornelyssen

Which I witness,
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a house between Poulus Martensen van Benthuysen, Jan Jansen Bleecker and Lourens van Alen

[565 blank; 566] On this fifth day of June 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Poulus Maertensz van Benthuysen, of the first part, and Jan Jansz Bleycker and Louwerens van Alen, of the second part, who acknowledge that in love and friendship they have contracted and agreed with each other in manner following, to wit: Poulus Maertensz van Benthuysen acknowledges that he has sold, and Jan Jansz Bleycker and Louwerens van Alen that they have bought a certain house and lot standing and lying here in Albany, between the house and lot of Harmen Jansz, rope maker, and the lot of Geurt Heyndricsz, carpenter, which said house and lot, with all that therein is fast by earth and nail and according to patent and as it is at present inclosed, the said seller delivers to said buyers at present free and unincumbered (saving the lord's right) the receipt of which the buyers hereby acknowledge. For which the buyers promise to pay the seller one hundred and twenty good, whole, merchantable beaver skins, the same to be paid to the seller or his order in the three following instalments, each of a just third part of said sum: the first instalment of 40 whole beavers shall be paid this year as soon as the first great crowd of Indians shall have been here; the second instalment shall be paid in the month of August 1677; the third being the last instalment, in the month of August 1678; on condition that the seller be holden on receipt of the last instalment to deliver a good and sufficient deed to the buyers.

Said contracting parties promise to execute and perform the abovesaid conditions, binding thereto their respective persons and estates, as well in possession as to be possessed, nothing excepted, subject to all lords, courts, tribunals and judges; in witness whereof they have without craft or guile subscribed this with their own hands in Albany, dated as above.

Poulis Marten
Jan Jansz Bleecker
Lourus van Alen

As witnesses:
Hendrick Rooseboom
Luykas Gerrytsen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a house between Johannes Borger and Samuel Wollson

[567 blank; 568] On this 13th day of June 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Johannes Burgher, of the first part, and Mr Samuel Wolson,[1] of the second part, who acknowledge that in love and friendship they have agreed with each other in manner following, to wit: Johannes Burgher acknowledges that he has sold and Mr Samuel Wolson that he has bought a house and lot, with all that thereon is fast by earth and nail, as the same is inclosed, wherein the seller now dwells, here in Albany; and the seller promises to deliver the same to the buyer or his order free and unincumbered (saving the lord's right) on the first of May 1677; for which the buyer promises to pay one hundred and fourteen good, whole, merchantable beaver skins, worth eight guilders apiece, the same to be paid in the two following instalments, to wit: the first instalment, being fifty-seven whole beavers, in the latter part of the month of September of this year 1676, and the last instalment on the delivery of said house and lot on the first of May 1677, being again fifty-seven whole beaver skins, on condition that the seller shall be holden on the payment of the last instalment to deliver a good and sufficient deed (written in English) with the patent thereof. The contracting parties mutually promise to perform and execute the above contract, binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges.

In witness whereof they have without craft or guile subscribed this with their own hands, dated as above.

JOHANNES BORGER
SAM[U]ELL WOLLSON

As witnesses:
Reynier Schaets
Jan Byvanck

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] The clerk first wrote "Wilsen," and then changed it to "Wolson," in accordance with the signature, except that the latter has the double *l*. Samuel Wollson received a deed for the above-mentioned property from Elisabeth Claes, the widow of Jan Borger, on September 7, 1677, and the next day conveyed it to Jan Hendrick Bruyn. See *Early Records of Albany*, 1:160–61.

Contract of Claes Jansen to build a house and two hay ricks for Dirck Bensen at Claverack

[569 blank; 570] On this 20th day of June 1676, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Dirck Bentsingh, of the first part, and Claes Jansz van Baeren, of the second part, who hereby acknowledge that in all love and friendship they have agreed in manner following, to wit: Dirck Bentsingh acknowledges that he has let the contract and Claes Jansz that he has agreed to build a house at the Claverrack of twenty feet square, and to make therein two casement windows (*Cruys Coosyns*), a doorframe, a cloister window frame (*clooster coosyn*), together with a back door, two end bents with corbels, a cellar to be boarded up, to lay a floor therein 20 feet in breadth and 15 feet long, cellar stairs and stairs to the garret, to make the doors as well of the cellar as of the house, to cut to right length and dress the boards both of the floor and the garret, to hang the windows and doors, to make the wooden hinges to the doors; the aforesaid work must all be well and properly done. Furthermore, to make also two good and substantial square hay ricks near the house, except the roofs; but said contractor must properly cover the roof of the house with boards. The owner promises to deliver all the materials and to furnish the contractor with board, on condition that the contractor shall begin the work now immediately and not cease from work until it is completed; for which the owner promises to pay the contractor or his order twenty whole, merchantable beaver skins, but may pay the same in good wheat or peas at market price, delivered at Albany free, to wit, four beavers or the value thereof as aforesaid next harvest time, and six in the month of July 1677, and the remaining ten beavers or the value thereof in the month of July 1678. The aforesaid contracting parties (with God's help) mutually promise to execute and perform what is hereinbefore written, binding thereto their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have without craft or guile subscribed this with their own hands, dated as above.

Claes Hans
Dirck Bensem

As witnesses:
G: Swartt
Johannes Clutten

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Declaration of the consistory and former elders of the Dutch church at Albany as to the result of their mediation between Domine Nicolaus van Rensselaer and Jacob Leisler and Jacob Milborne[1]

[571 blank; 572] We, the undersigned consistory and former elders of the church of Jesus Christ in Albany, deeming it our duty to uphold and promote the peace and harmony of the said church and in accordance with the spirit of love in all amity and friendship to adjust and settle the differences which have arisen between Domine Nicolaes van Renselaer and Jacob Leysler and Jacob Milborn, we this morning betook ourselves to the church where, both parties having been summoned and having appeared, divers debates took place in which they did not seek to injure each other's character but acknowledged each other to be honorable men of whom they could say nothing but what was honest and virtuous and with shaking of hands forgave, ended and settled the matter, except in so far as the political judge might not be satisfied therewith (since the matter had been brought before him), who would be informed of the settlement, as was done by Cornelis van Dyck and Johannes Provoost, to whom he said that he was quite satisfied, whereupon Van Dyck and Provoost came again to the brethren and reported the same and we, the deponents, with the two parties,

[1] Leisler and his son-in-law Milborne having openly accused Domine van Rensselaer of heterodoxy for words spoken by him in a sermon on August 13th, he, on August 22d, brought an action against them for slander. The defendants considered the charges of so grave a nature that they at once made a motion for an order to the plaintiff to furnish bonds in the sum of £1500 for the costs of the trial, which was granted by the court. Van Rensselaer at first agreed to comply with this order, but then changed his mind, claiming that the amount was excessive and threatening to appeal to the governor unless the amount was reduced. At this point, through the efforts of the consistory, occurred the reconciliation of the parties spoken of in the declaration above. Van Rensselaer withdrew his charges, but refused to pay the costs and thereupon was placed under arrest in his own house. He then applied to the court for permission to appeal to the governor and council, which was granted on condition that he furnish bonds. This he did on September 4th, Gerrit van Slichtenhorst and Cornelis van Dyck being his bondsmen. Soon after an order came from the governor, issued on September 8th, that the domine be released from his imprisonment and that all matters relating to the case be heard in New York. September 28th, the parties were reconciled before the court at Albany and agreed to refer the question of costs to the governor and council, who on October 23d ordered "That Jacob Leysler and Jacob Milburne doe pay the whole charge both at Albany and here, as giving the first Occasion of the Difference, and that Dº Renslaer bee freed from bearing any part thereof, and this to be a finall end and determination of the matter between yᵉ partyes upon this occasion." See *Proceedings of the Commissioners and Magistrates*, 1676–80, p. 106, 108–15, 117–19, 128, 130 in the Albany county clerk's office; *Council Minutes*, 3:117–20, 124, 131, in the State Library, and *Documentary History of New York*, 3:875–79.

went together to the court house, very much rejoiced that the matter had been so successfully settled on both sides. Having come there, J. Leyselaer and J. Milborn made a motion that Domine Renselaer should be holden to pay all the costs, to which Domine Renselaer can not consent, since we are not aware that such has been decided in the peace-making. In witness whereof we have confirmed this with our own hands, this 29th of August 1676, in Albany.

Gideon Schaats, pastor in New Albany
Cornelis van Dyck
Davydt Schuyler
Jan Verbeeck
Adriaen Gerretsen
Johannes Provoost

Acknowledged before me,
Adriaen van Ilpendam, *Not. Pub.*

Power of attorney from Domine Nicolaus van Rensselaer to Stephanus van Cortlant to appear for him before the governor and council in the matter between said van Rensselaer and Jacob Leisler and Jacob Milborne

[573–75 blank; 576] This day, the 8th of September 1676, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, the Reverend Domine Nicolaes van Rensselaer, who acknowledges that he has constituted and appointed, as he does hereby constitute and appoint, the honorable Mr Stephanus van Cortlandt, residing in New York, his attorney in his, the principal's, name to appear before the right honorable the governor general and council at New York as plaintiff or respondent in the matter between Domine Rensselaer on the one side and Jacob Leysler and Jacob Milburn on the other side, in which an appeal was granted by the honorable court here in Albany on the 2d of September 1676; to prosecute said case to definite sentence, with power to substitute one or more persons *at lites*. The principal promises to hold as good, binding and valid whatever shall be done and performed in the matter aforesaid by his attorney or his substitute, binding therefor his person and property, having and to have, nothing excepted, subject to the authority of all lords, courts, tribunals and judges. In witness whereof he has subscribed this with his own hand, together with

Meyndert Harmensz and Johannes Lantsingh as witnesses. In Albany, *datum ut supra.*

NICOLAUS VAN RENSSELAER, *Pastor*

As witnesses:

Meyndert Harmensz
Jan Lansinck

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract whereby Jacob Hansen binds himself to serve Capt. Hans Heindricksen for the term of one year

[577–79 blank; 580] This day, the 19th of September 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the subscribing witnesses, Capt. Hans He[yndricksz], of the one part, and Jacob Hansz, of the other part, who acknowledge that in love and friendship they have agreed and contracted with each other in manner following, to wit: Said Jacob Hansz acknowledges that he has hired himself to said Capt. Hans Heyndricsz[1] for the time of one year from this date, beginning on the 19th day of September 1676 and ending on the 19th of September 1677, provided that said servant for said time promises to serve and obey said master with all diligence and faithfulness in all proper work, as well here in Albany as at the *Nootenhoeck.*[2] For which said master promises to pay said servant ten good, whole, merchantable beaver skins. (N.B. Said master has already disbursed for said servant to Christiaen Pietersz eight and a half beavers for his freedom, which said servant not only acknowledges but thankfully accepts.) The said contracting parties mutually promise to execute and perform the foregoing conditions, binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have in presence of Christiaen Pietersz and Barent Meyndersz and Johannes Mingael, as witnesses, called

[1] Hans Heindricksen was one of the Lutherans who in 1674 petitioned Governor Colve to be allowed to employ their own sexton in burying their dead; see *Documentary History of New York,* 3:871–72. His descendants assumed the surname of Hansen; *Early Records of Albany,* 1:131, note.

[2] Nutten Hook, in Columbia county.

hereto, subscribed these with their own hands. In Albany, dated as above.

JACOB HANSZEN
HANS HEINDRICSZ

As witnesses:
Christiaan Peters
Barent Meynders
Johannes Mingael

Which I witness,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Deposition of Storm van der Zee and Abraham van Tricht about a horse trade between Ludovicus Cobes and Claes Willemsen van Coppernol

[581–83 blank; 584] We, the undersigned, Storm van der Zee and Abraham van Tricht, hereby testify and declare at the request of Claes Willemsz van Coppernol in truth and verity that on the 20th of September 1676 we saw and heard Claes Willemsz and Ludovicus Coobes at the house of Storm vander Zee contract with each other in respect to a mare, to wit, that Ludovicus Coobes would give to said Claes Willemsz one and a half beavers for the colt that might be in said mare and if there was no colt in her, then said Ludovicus Coobes would be released from paying said one and a half beavers, on condition that said Claes Willemsz on said date should ride upon said horse to Schenectady and the next day before noon again deliver the same to said Ludovicus here in Albany and that said Claes Willemsz should relinquish and surrender all his right and claim to the horse. The said deponents are ready, if need be, to confirm the foregoing by oath and they have subscribed this with their own hands in Albany, this 21st of September 1676.

STORM VAN DER ZEE
MR ABRAM VAN TRICHT

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a farm from Nicolaus and Maria van Rensselaer to Harmen van Gansevoort

[585–87 blank; 588] This day, the 24th of October 1676, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the subscribing witnesses, Domine Nicolaus van Renselaer, vice patroon of the colony of Renselaerswyck, and Madam Maria van Renselaer, widow of the late Mr Jeremias van Renselaer, late director of said colony of Rensselaerswyck, of the first part, and Harmen van Gansevoort, of the second part, who acknowledge hereby that they have agreed and contracted with each other in manner following, to wit: Domine Nicolaus van Renselaer and the widow of the late Jeremias van Renselaer acknowledge that they have sold, and Harmen van Gansevoort that he has bought, a certain farm lying at Katskil, as the same formerly belonged to Eldert Gerbertsz Cruyff and was bought from Jan van Breemen, consisting according to patent of thirty-five morgens, together with the little house on the shore and the lands appertaining thereto and which also belonged to said Eldert Gerbertsz; all of which the aforesaid sellers now deliver to the aforenamed buyer free and unincumbered (saving the lord's right), for which said buyer promises to pay one hundred and thirty good, whole, merchantable beaver skins, to be paid in the four following instalments, to wit: the first instalment (being a just fourth part) shall be paid on the first of May 1677; the second instalment (being again a just fourth part) on the first of May 1678; the third on the first of May 1679, the fourth or last instalment on the first of May 1680. But it is stipulated that in case of lack of some beavers, the buyer may pay said sellers partly in good winter wheat as the market shall then be, to be delivered here in Albany free and at his own expense, and the sellers promise (on the payment of the last instalment) to deliver to the buyer a good and valid deed of ownership, always excepting the lord's right.

[589] The aforesaid contracting parties mutually promise to execute and perform the aforesaid conditions, binding thereto their respective persons and estates generally, and said buyer especially hypothecates or mortgages hereby all said land and the aforenamed little house. In confirmation of which said contracting parties (each for himself) in presence of Mr Adriaen Gerritsz van Papendorp, former magistrate, and Mr Maerten Crygier, junior (called

as witnesses hereto) with their own hands have subscribed this in Albany, dated as above.

Nicolaus van Rensselaer, *Pastor loci*
Maria van Rensselaer
Harmen Gansvoert

As witnesses:
Adriaen Gerretsen van Papendurp
M: Cregier, junior

In my presence,
Adriaen van Ilpendam, *Not. Pub.*

[590 blank; 591] [Endorsement]
This contract of sale is hereby annulled and declared of no affect by Harmen van Gansevoort, in Albany the 22d of November 1677.

Harmen Gansvoert

In my presence,
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a house and lot in Albany on the hill from Robert Sanders to Jan Nack

[592] On this day, the 22d of November 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the subscribing witnesses, Robbert Sandersz, of the first part, and Jan Nack, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Robbert Sandersz acknowledges that he has sold and Jan Nack that he has bought a certain house and lot and an alley on the west side of said house and lot, between the said house and lot and the house and lot of Heyndrick Coster, here in Albany on the hill; and that said seller promises to deliver to said buyer on the first of May 1677 said house and lot and alley with all the rights and privileges which he has therein (saving the lord's right) as it at present lies inclosed; for which the said buyer promises to pay to the seller or his order fifty-four good, whole, merchantable beaver skins, to wit, in two instalments, the first (being twenty-seven beavers) shall be paid in the month of August 1677, and the second or last instalment in the month of August 1678, and the seller promises on the payment of the last instalment to deliver to the buyer a good, valid and binding deed of ownership, free and unincumbered (saving

the lord's right). Said contracting parties mutually promise to perform and execute the aforesaid conditions, binding thereto their respective persons and estates, as well having as to have, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this without craft or guile with their own hands in Albany, dated as above.

ROBBERT SANDERSZ
JAN NACK

As witnesses:
Claes Ripsen van Dam
Willem Klasen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a workroom from Hendrick Rooseboom to Elias van Ravesteyn

[593 blank; 594] This day, the 23d of November 1676, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, Heyndrick Rooseboom, of the first part, and Elias van Ravesteyn, of the second part, who acknowledged that in all love and friendship they hereby agreed and contracted in manner following, to wit: Heyndrick Rooseboom acknowledges that he has let and Elias van Ravesteyn that he has hired said Rooseboom's front room of the house[1] wherein said Rooseboom now dwells, for the term of a whole year, commencing on the 9th of April 1677 and ending on the 9th of April 1678. But on the express condition that said Ravelsteyn shall make therein a workbench for himself, for gunstock making,[2] and for the son of said Rooseboom likewise a workbench for making gunstocks, and when any gunstocks are to be made for the

[1] *Voor-huys;* which Professor Pearson translates as "front room." The term is somewhat indefinite and may refer either to the entire fore part of the house, or merely to the front room, or even to the entrance hall, regardless of whether this is at the front, or on the side of the building. In connection with Dutch houses of the farmhouse type, the term *voorhuis* is often used to distinguish the fore part of the building, which is used for dwelling purposes, from the rear part, which consists of the stables and barn. In a more restricted sense, however, the term is applied to the front room proper, which as a rule is kept scrupulously clean and used only on special occasions. See plan and decription of a Dutch farmhouse in J. Francq van Berkhey, *Natuurlijke Historie van Holland,* vol. 9, pt 1, p. 21–44.

[2] *Laeden te maecken;* which Professor Pearson translates as "leather dressing," while in other places it has been translated as "cabinet making." *Laeden,* however, does not refer to "drawers" in connection with furniture, but to *geweer-laden,* or gunstocks.

Indians, Ravesteyn and Rooseboom's son shall make the same and pay for the material together and each receive the half of the payment for the same. And Rooseboom expressly stipulates that during the summertime no fire shall be made in said front room and that he, Rooseboom, may trade there with the Indians and do his bartering there both with Christians and Indians and use it at his convenience, without disturbing thereby said Ravesteyn in his work, who may sleep in the garret or in the room and in wintertime burn his own wood in the room and eat and cook there.

For which said lessee promises to pay to the lessor the sum of eight good, whole, merchantable beaver skins. The contracting parties mutually promise to execute and perform the aforesaid conditions binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges.

In witness whereof they have subscribed this with their own hands without craft or guile in Albany, dated as above.

Hendrick Rooseboom
Elias van Rauesteyn

As witnesses:
Claes Ripsen van Dam
Henderec Koster

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of land at Kinderhook from Lourens van Alen to Pieter Vosburgh

[595 blank; 596] This day, the 9th of December 1676, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the subscribing witnesses, Louwerens van Alen, of the first part, and Pieter Vosburgh, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Louwerens van Alen acknowledges that he has let and Pieter Vosburgh that he has hired a certain piece of land, comprising about five morgens, lying at Kinderhoeck, for the time of four consecutive years which began in August 1675 and shall end in August 1679; and said lessee promises to pay to said lessor or his order as rent for each morgen yearly the sum of six guilders in beavers, or in good winter wheat at beavers' value, as the market shall then be, and promises at the end of this lease to deliver said land again to the lessor inclosed in good, proper log fence. Furthermore, the aforenamed lessor acknowledges that he has let to said lessee a certain piece of land

at Kinderhoeck, to wit, the back land in the great parcel (*groote Stuck*) for the time of six consecutive years, which time began in August of this year 1676 and is to end in August 1682, which said land the lessee promises to clean out and grub out the brush (which may yet be therein) and inclose with a good and proper log fence, but where it can not suitably be fenced off with logs, it must be fenced with good palisades, and he promises at the end of this lease to deliver the same in a good and proper fence, which shall avail him for so much rent, and he promises [597] in addition (at the end of the lease) to [deliver] twenty-six skipples of good winter wheat and four skipples of peas; but it is expressly stipulated that if lots be drawn for the lands during said lease and the above said lands by allotment come not to the lessor, then the lessor shall be holden to deliver as much good land at Kinderhoeck, to be used till said six years shall have expired. The aforenamed contracting parties mutually promise to execute and perform the aforesaid conditions, binding thereto their respective persons and estates, personal and real, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in Albany, this 9th of December 1676.

Lourus van Alen
This is the mark + of Pieter Vosburgh made by himself

As witnesses:
Jacob Theysen
Albert Jansz Ryckman

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Antenuptial contract between Gerrit van Nes and Maria Pieters Loockermans, widow of Pieter van Alen

[598] In the name of the Lord, amen. Know all men by the contents of this present instrument that in the year $167\frac{8}{7}$, on the 14th day of February, came and appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany, appointed by the Right Honorable Edmond Andros, on behalf of his Royal Highness James, governor general over all his territories in America) and before the subscribing witnesses, the worthy Gerrit van Nes, young man, future bridegroom, and the virtuous Maria Pieters Loockermans, widow of the late Pieter van Alen, future bride, both dwelling here in New Albany, to me, the notary, well known, who

have declared and hereby do declare, that for God's glory they have resolved upon a future marriage and for the prevention of all disputes and strife which hereafter might arise, they have with deliberation out of their own free wills and thereto seduced by no one (so they said and declared) made, ordained and determined upon a certain contract antenuptial or marriage agreement in manner, form and conditions hereinafter following: Firstly, that said bridegroom and bride for the maintenance of this marriage shall contribute all such present property and effects, of whatever nature, at whatever place, and in the custody of whatever persons the same may be, nothing excepted, which they have and which are accounted to them, to be possessed in common. It is furthermore expressly stipulated and agreed that if so be that any debt or debts of said bridegroom or bride shall be presented, that one shall not be holden to pay the other's debts out of his or her own contributed property, nor be liable therefor, to wit, those debts which may have been made before this date, and that on the decease of the first of the two (if he or she happen to die without legitimate child or children) the survivor shall remain in full possession of all the estate left behind, nothing excepted, as the same shall be found, as well the contributed property, as the property which they during their marriage (by God's blessing) may have received, nothing thereof excepted, [599] to wit, so long as he or she remain in a widowed condition, without any person, whoever he may be, having the right to demand any accounting or inventory of said left estate; but if the survivor shall marry again, then shall he or she be holden to apportion a just half of the estate (whatever it shall then be found to be) to the lawful heirs of the first deceased. All of which they, the contracting parties, promise jointly and severally to perform and execute mutually, binding thereto their respective persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. Done without craft or guile in Albany in presence of Mr Gerard Swart and Mr Abraham van Tricht, residing here in New Albany, called as witnesses hereto, who together with said contracting parties in presence of me, the notary, have subscribed this with their own hands, the year, month and day aforesaid.

GERRET VAN NES
MARIA LOOCKERMANS

G: Swartt
Mr Abram van Tricht

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Quitclaim from Frederick Claessen to Cornelis Stevensen Mulder for a piece of land in Claverack

[600] This day, the 29th of January 167$\frac{6}{7}$, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Frederick Claësz, of the first part, and Cornelis Stevensz Mulder, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Frederick Claesz acknowledges that he has transferred and made over, as hereby he does, to said Cornelis Stevensz Mulder all his title to the land in Claverrack called the *Pruyme Vlackte*,[1] as it came to him from the widow of the late Jeremias van Renselaer and Mr Stephanus van Cortlandt and Domine Nicolaus van Renselaer; but said Cornelis Stevensz promises to pay to said Frederick Claesz or his order for labor (which he has done on said land) the sum of fourteen good, whole, merchantable beaver skins and to pay the same in the latter part of next April 1677. Furthermore said Frederick Claesz now surrenders to said Cornelis Stevensz all his rights and privileges in and to said land. For all of which said contracting parties bind their respective persons and estates, real and personal, present and future, nothing excepted, subjecting the same to all lords, courts, tribunals and judges and in confirmation hereof they have subscribed this with their own hands, in presence of Jacob Loockermans and Jan Andriesz Kuyper as trustworthy witnesses. In Albany, dated as above.

This is the mark X of Frederick Claesz, made by himself
Cornelis Stevensen Mulder

As witnesses:
Jacob Lokermans
Jan Andriese

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Captain Johannes Clute and Jan Pietersen Bronck for land opposite the farm of Abraham Staas

[601 blank; 602] This day, the 22d of January 167$\frac{8}{7}$, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, Capt. Johannes Clute, of the first part, and Jan Pietersz Bronck, of the second part, who acknowledge hereby that they have agreed and contracted in all love and friendship in manner following, to wit: Capt. Johannes

[1] Literally: the Plum Flat.

Clute acknowledges that he has sold and Jan Pietersz Bronck that he has bought fifteen morgens of land lying about opposite the farm of Major Abraham Staas,[1] which said fifteen morgens the buyer may select out of lands which said seller has there, and shall have similar privileges in pasturing cattle and in cutting hay in the marshes as his neighbors, to wit, Meyndert Fredericsz and Major Abraham Staas, or their assigns, but the buyer may not encroach on his neighbors' rights (to their harm), and he may (if he please) select said fifteen morgens in two parcels. For which the buyer promises to pay to the seller or his order the sum of ten good, whole, merchantable beaver skins, the same to be paid next harvest time or at the latest next winter, and on the last payment the buyer shall receive from the seller a good and sufficient deed of ownership, always saving the lord's right. For the performance hereof, said contracting parties hereby bind their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and they have subscribed this with their own hands in Albany, on the date above written.

JOHANNS CLUTE
JAN BRONCK

As witnesses:
Claes Ripsen van Dam
Robbert Sandersz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Quitclaim from Cornelis Michielsen to Jan van Loon for his remaining interest in the Loonenburgh patent

[603 blank; 604][2] 1696, the first of November

Whereas Cornelis Machil and Jan van Loon have come together and agreed with respect to his [Michielsen's] remaining claims in Loonenborch which are outside of the purchases of Jury Teunisz[3]

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[1] This refers apparently to land at Loonenburgh, now Athens, in Greene county, opposite the farm of Major Staes at Claverack. Cf. *Early Records of Albany*, 1:73, 173.

[2] With the exception of the signatures this document is entirely in the handwriting of Cornelis Michielsen. It does not form part of the notarial record in which it has been inserted without regard to the chronological arrangement.

[3] Jur'aen Teunissen Tappen, who was one of the original purchasers of the land afterwards included in the Loonenburgh patent; see deed from the Indians to Jan Clute, Jan Hendrickse Bruyn and Juriaen Teunise, dated April 20, 1665, In *Early Records of Albany*, 1:73–74. Juriaen Teunissen sold his third part of the land on August 24, 1670, to Abraham Staes and Johannes Provoost, while the two other thirds owned by Clute and Bruyn subsequently passed into the hands of Jan van Loon and Cornelis Michielsen. See *History of Greene County*, p. 152–54.

and Andris Hansen and Jacop Fericken,[1] therefore I from now on convey these to Jan van Loon and his heirs, acknowledging that I have been satisfied therefor in full.

As witnesses hereto invited, Tiereck Harmens and Frans Winnel

Cornelis Michielsz
Jan van Loon

This is the + mark of *Teireck Harmensen,* made with his own hand
Frans Wynne

[Indorsed]

Deeds of the Flucht Hoeck[2] and Jan Bronck

Will of Marten Cornelissen from Ysselsteyn and his wife Maeycke Cornelis from Barrevelt

[605 blank; 606] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ 167$\frac{6}{7}$, on the 12th day of the month of January, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmond Andros, [governor] general of the parts of America) pursuant to nomination for this place of Albany, colony of Renselaerswyck and the district thereof, and before the subscribing witnesses, came and appeared the worthy Maerten Cornelisz, born in the city of Ysselsteyn,[3] and his wife Maeycke Cornelis, born at Barrevelt,[4] both dwelling at the Claverrack, to me, the notary, well known, both being sound of body, standing and walking, having perfect use and command of their faculties, reason, memory and understanding; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, and wishing therefore to dispose of their wordly goods to be left behind while through God's grace they still are able, as they do of their own free will and inclination, without persuasion or misleading of any persons, have now ordained and concluded this their last will and testament in form and manner following: First and foremost commending their

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[1] Jacob Frericksen?

[2] Literally: "Refuge Point"; not "Flying corner," as given in the *History of Greene County,* p. 154, and E. M. Ruttenber, *Indian Geographical Names,* p. 176. The place is now known by the name of Black Rock and projects into the river at the south part of the village of Athens.

[3] A city in the province of Utrecht.

[4] The same as Barneveld, a village about eight miles south by east of Nykerk, in the province of Gelderland.

immortal souls, whenever they may be separated from their bodies, to the gracious and merciful hands of God, their Creator and Redeemer, and their bodies to a Christian burial, at the same time revoking, annulling and canceling hereby all and every such testamentary disposition and bequest as they before the date hereof either jointly or severally may have made and executed, holding the same null and of no effect, and now making a new disposition, they, the testators, out of mutual and particular love, which during their marriage estate [607] they have steadily borne and do now bear toward each other, declare that they have reciprocally nominated and instituted, as by these presents they do, the survivor of the two their sole and universal heir to all the property, whether personal or real, claims, credits, money, gold and silver, coined and uncoined, jewels, clothing, linen and woolens, household furniture etc., nothing excepted, which the one dying first shall leave behind as well here in this country as elsewhere, to do therewith as with his or her own property, without contradiction or opposition of any persons; which they do for the reason that they (through God's blessing) have obtained most of the estate by great labor and diligence during their marriage with each other. Likewise [they will] that no persons whatever, whether magistrates, orphan masters, friends, or others shall have the right to demand of the survivor any accounting or inventory of the estate, much less security or sureties, so long as he or she remains in his or her widowed estate; and if so be that the survivor again enter into wedlock, he or she shall be holden to settle a just half of the estate (as the same may be found) on the children left behind, that all of them, share and share alike, may receive their legitimate portion of the father's or mother's estate, provided that the survivor shall receive the income and profits thereof until the children shall arrive at their majority or marriage estate, till which time the survivor shall be holden to bring them up in the fear of the Lord and (so far as he or she can) to have them taught reading and writing, together with some handicraft whereby under God they may earn their living with honor. And if so be that the testators after this date make further dispositions, declarations, or bequests, whether in writing under their hands or signatures or before two or more trustworthy witnesses by word of mouth, or in the aforesaid [608] conditions make any change, increase or diminution, they will and desire all that to have the same power, value and effect and by every person to be considered and holden as though written and

set forth in this will. All which aforesaid conditions they, the testators, declare to be their last will and testament, willing and desiring that after the death of the first of the two the same may have full force and effect, whether as will, codicil, donation, gift in anticipation of death, or otherwise, as may be most compatible, although certain formalities demanded by law or usage may not be observed herein, desiring that the utmost benefit may be received herefrom, and one or more copies hereof to be made in proper form to serve as occasion may require. Thus done and executed in New Albany at the house of Pieter Loockermans and in the presence of Mr Jan Verbeeck and Pieter Loockermans, called and bidden as trustworthy witnesses hereto, who with the testators in presence of me the notary, have subscribed this with their own hands the year, month and day aforesaid.

This is the mark X of MAERTEN CORNELISZ, made with his own hand
This is the mark X of MAEYCKE CORNELIS, made with her own hand

As witnesses:
Jan Verbeeck
Pieter Loockermans

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract between Claes Beever and Jan Aertsen van Bergen-op-Zoom for building a mill on the Kinderhook creek

[609 blank; 610] This day, the 10th day of January 167$\frac{6}{7}$, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the subscribing witnesses, Claes Beever, of the first part, and Jan Aertsz van Bergen-opsoom,[1] of the second part, who acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Jan Aertsz acknowledges that he has agreed to work fifty days for said Claes Beever, to wit, to build a mill on Kinderhoecx Kill, to begin on the first of March next 167$\frac{6}{7}$, and in the meanwhile to undertake no other work; and if said mill shall not be completed in said fifty days, then shall said Claes Beever pay him per day at the rate which has been agreed upon for the aforesaid work days, to wit, Jan Aertsz must be paid for said fifty work days (when he has performed them) sixteen whole beavers or the value thereof, and he shall receive his pay every fourteen days as the work progresses. The employer shall make said payments to Storm van der

[1] Bergen-op-Zoom, a city in the province of Brabant, Netherlands.

Zee and deliver the same free at Albany and the contractor promises to point out the timber for the running parts of the said mill, but the employer shall deliver the same there at his own expense; on the express condition that said contractor promises to deliver the mill in good and proper running order, else not a stiver of his wages he is to receive, or if he has received them, the same he promises to restore, and said employer promises to furnish said contractor proper food and lodging. The aforesaid contractor promises so soon as the mill is made to saw therewith three hundred boards, which shall be good and fit, receiving therefor such proper compensation as other sawyers receive. The aforesaid contracting parties promise (with God's help) to execute and perform the aforesaid conditions binding thereto their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands, in Albany, this 10th day of January 167$\frac{6}{7}$.

CLAES BEVER
JAN AERTSEN

As witnesses:
Lucas Pieterse
Wm: Parker

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Deposition of Jan Vinhaeghen and Jan Byvanck about certain boards alleged to have been stolen by Claes Ripsen van Dam

[611 blank; 612] This day, the 10th of January 167$\frac{6}{7}$, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Jan Fynaghen, aged about 44 years, and Jan Byvanck, aged about 43 years, who without any dissimulation or misleading of any persons, but for the sake of justice, acknowledge that they have testified, as hereby they do, at the request of Maria Bord, wife of Claes Ripsz van Dam, that in truth and verity they on the 8th of this month were at the house of Claes Ripsz, where Robbert Sandersz was invited and came, when said wife of Claes Ripsz in our presence said to Robbert Sanders that last Friday, the 5th of this month, the wife of Gerrit van Slichtenhorst came to her house and finding her at home alone said to her that her husband, Claes Ripsz, had stolen fully one-half of the boards which he used for his hogpen, and that they were boards from the city fence and that there were some bullets or bullet holes and shot therein and that Robbert Sanders had said so. She asked him, "What say you thereto?" Whereupon Robbert Sandersz answered, "I do not

know that I ever thought such a thing in my life, much less have said it; God keep me from saying that your husband has stolen boards." Herewith ending their deposition they are ready (if need be) to confirm the same and have subscribed this with their own hands, in Albany, the 10th of January 167$\frac{6}{7}$.

JAN VINHAEGHEN
JAN BYVANCK

Which I witness,
ADRIAEN VAN ILENDAM, *Not. Pub.*

Deposition of Johannes Borgers and his wife Elisabeth Claes about boards alleged to have been stolen by Claes Ripsen van Dam

[613–15 blank; 616] This day, the 6th of January 167$\frac{6}{7}$, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Jan Burgher and his wife, who acknowledge that they have testified, as hereby they do, at the request of Claes Ripsz, that in truth and verity the wife of Gerrit van Slichtenhorst came to his house now about fourteen days ago, the precise day not fully remembered, and there said, "Robbert Sandersz and Claes Ripsz are now such great friends, but I will cause that they be as great enemies as they are now friends;" and she said that Robbert Sandersz had said that Claes Ripse had stolen some boards from the city fence which he used on his hogpen. As one is bound to testify to the truth (especially being required so to do), the aforenamed deponents are ready (if need be) to confirm the above, and in witness thereof they have subscribed this with their own hands, in Albany, this 6th of January 167$\frac{6}{7}$.

JOHANNES BORGERS
LEYSABETH CLAES

As witnesses:
Harmen Bastiaens
Claes Jacobse

In the presence of me,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

END OF VOLUME I

NOTARIAL PAPERS

Volume 2

NOTARIAL MINUTES OF ADRIAEN JANSEN VAN ILPENDAM

Contract of sale between Arnout Cornelissen Viele and Poulus Martensen van Benthuysen of a building lot and cellar in Albany

[115][1] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the honorable magistrates of Albany, colony of Rensselaerswyck and Schanechtade with the approbation of the Right Honorable Françoys Lovelace, on behalf of His Royal Highness James, Duke of York, governor general over all his territories in America) and before the hereinafter named witnesses, Aernout Cornelisz van Vylen of the one part and Paulus Maertensz van Benthuysen of the other part, who acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: Aernout aforesaid acknowledges that he has sold to Poulus Maertensz a cellar with its appurtenances and the lot with all that is thereto fast by earth and nail, which are now delivered to said buyer free and unincumbered, excepting the lord's right, the receipt whereof is acknowledged by the buyer on the conditions aforesaid and he promises to pay for said lot and cellar seventeen good, whole beaver skins, at the latest in the month of June of next year one thousand six hundred and seventy (allowing at most one month's grace), either in beavers or in good, salable winter wheat at beaver's price, in part payment of which the seller acknowledges that he has already received seven beavers and so soon as the remainder of the payment shall be made, the said seller promises to deliver to the buyer a sufficient [116] deed. The said lot and cellar lie in Albany between the lot of Huybert Jansz van Sprangh[2] and the lot of said buyer. For the execution of all that is hereinbefore written they bind their persons and estates, real and personal, present and future, and in confirmation thereof they

[1] Pages 1–114 contain documents ranging in date from January 6, 167$\frac{8}{7}$, to March 16, 16$\frac{7\,9}{8\,0}$, which in this translation are printed in their proper chronologic place after document 269.

[2] Probably the same person as Huybert Jansen de Vroome; see *Early Records of Albany*, 1:150. Sprangh, or Sprang, is a village in the province of North Brabant, Netherlands.

have subscribed this with their own hands without fraud or deceit, in presence of the undersigned witnesses, in Albany, this twenty-sixth day of November one thousand six hundred and sixty-nine.

ARNOUT COR: VIELEN
POULIS MARTEN

Hanis Dreper, witness
Pieter Adriaensz, witness

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract between Elisabeth Drinckvelt, wife of Jan Rinckhout, and Anthoine Lespinard regarding the use of Rinckhout's bakery on shares

[117] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the honorable magistrates of Albany, colony of Renselaerswyck and Schanechtade with approbation of the Right Honorable Françoys Lovelace, on behalf of His Royal Highness James, Duke of York, governor general over all his territories in America), and before the hereinafter named witnesses, Anthony Lespinard of the one part and Elisabeth Drinckvelt, wife of Jan Rinckhout, as attorney in this matter for her aforesaid husband according to the testimony of Bent Bagge, of the other part, who in all love and friendship have agreed with each other as follows, to wit, that said Anthony Lespinard shall bake in the house of said Jan Rinckhout in Albany for the period of one whole year, beginning on the first of May 1670 and ending on the first of May 1671, and shall use his utmost endeavor to bake of everything, both for Christians and for Indians, provided that both parties shall lay in the same quantity of grain and that each party shall receive half of the profits; and said Anthony Lespinard shall cut the wood for the oven as well as for the house on condition that the aforesaid baker shall have board, lodging and washing free but shall pay for one-half of the bread flour which during said time shall be used within the house by himself, his wife and four children. But it is expressly stipulated that during said time said baker shall be [118] holden to work five weeks without other profit than his board, to wit, two weeks before the harvest and three weeks after the harvest, but next harvest said baker may work on his own account and alone receive the profits, provided however that there are no Indians here in Albany. The foregoing the

undersigned contracting parties mutually promise (with God's help) to execute and perform, binding thereto their respective persons and estates, real and personal, present and future, subject to all courts and judges, and in confirmation thereof they have subscribed this without fraud or deceit, in Albany, this 21st of January 1670.

by me,
ELISABETH DRI[N]CKUELT
A. LESPINARD

As witnesses:
This is the mark X of *Bent*
Bagge, set by himself
Jan Verbeeck, witness

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of part of a lot in Albany from Geertruyt Pieters Vosburgh to Lucas Gerritsen and others

[119] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany (appointed by the honorable magistrates of Albany, colony of Renselaerswyck and Schanechtade, with approbation of the Right Honorable Françoys Lovelace, on behalf of His Royal Highness James, Duke of York, governor general of all his territories in America), and before the hereinafter named witnesses, Geertruyt Pieters[1] of the one part and Lucas Gerritsz, Heyndrick Lantsing, Jan Byvanck and Gerrit Hardenbergh of the other part, who in love and friendship have agreed and contracted in manner following, to wit: Said Geertruyt Pieters acknowledges that she has sold and the aforesaid four persons that they have bought a certain piece of her lot lying on the hill in Albany, behind the houses of the aforesaid four buyers, to wit, in length from the west side to the east side six rods and in breadth from the north side to the south side ten feet, all free and unincumbered (saving the lord's right); for which the said four buyers promise to pay thirteen good, whole, salable beaver skins, the same to be paid at the beginning of next trading season. What is hereinbefore written they mutually promise to execute and to perform, binding thereto their respective persons and [120] estates, nothing excepted, subject to all lords, courts, tribunals and judges, and in confirmation hereof

[1] Geertruyt Pieters was the widow of Abram Pietersen Vosburgh, who lost his life in the Indian uprising at the Esopus in 1659. She was a sister of Barent Pietersen Coeymans.

they have subscribed this with their own hands, without fraud or deceit, in presence of Jacob Tysz vander Heyden and Jacob Abrahamsz (called as witnesses hereto).
In Albany, this second of February one thousand six hundred and seventy.

This is the mark + of GEERTRUYT PIETERS, made with her own hand
LUCAS GERYTSEN, backer
HENDRICK LANSINCK
JAN BYVANCK
GERRIT HERTTENBERGH

As witnesses:
Jacob Theysen vander Heyden
Jacop Abrahams

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease from Myndert Fredericksen to Harmen Thomassen Hun for a piece of land on the west side of the Hudson river opposite Claverack

[121] Appeared before me, Adriaen van Ilpendam, residing in New Albany (appointed by the honorable magistracy of Albany, colony of Renselaerswyck and Schanechtade with approbation of the Right Honorable Françoys Lovelace, in behalf of his Royal Highness James, Duke of York, governor general over all his territories in America), and before the afternamed witnesses, Meyndert Fredericsz of the one part and Harmen Thomasz of the other part, who (on the date hereinafter written) in all love and friendship have agreed and contracted in manner following, to wit: Meyndert Fredericsz acknowledges that he has let and Harmen Thomasz that he has hired of him a certain parcel of land lying on the west bank [of the Hudson] opposite the Claverack,[1] for the time of six following years beginning on the first of May next and ending on the first of May one thousand six hundred and seventy-six.

First, the lessor promises to deliver with said land a house of one board in length, a barn thirty feet long and a rick, provided the lessee dig a cellar under the house and likewise help rough-hew

[1] This land probably adjoined the land on the Murderer's kill which Captain Johannes Clute donated on July 18, 1673, to Wyntje, the daughter of Harmen Thomassen Hun; see *History of Greene County*, pub. by J. B. Beers & Co., New York 1884, p. 153.

the timber for the house, barn and rick and not receive therefor anything more than his victuals so long as the work is going on.

Secondly, the lessee shall be holden to maintain and deliver up at the end of this lease said house, barn and rick in good repair, wall and roof tight.

Thirdly, in case of fire (which may God prevent) half the loss shall be borne by each party, but in case of general war, the burden shall fall upon the lessor.

Fourthly, the lessor shall deliver to the lessee with the land six horses, to wit, three mares, one a year old, and the other three either stallions or geldings; four milch cows; a heifer three years old; likewise two bulls and a heifer each one year old; and a heifer [122] calf of six weeks; and the lessee shall be holden during the four last years to deliver to the lessor yearly ten pounds of butter and in case any of the horses or cattle of those delivered happen to die, they shall be made good out of the common increase; furthermore, each party shall receive the half of the increase, but the lessee shall not sell, exchange or remove any of the aforenamed horses and cattle or the increase thereof without the knowledge or consent of the lessor.

The lessor also delivers therewith three sows, for which the lessee shall deliver yearly three hogs fit for slaughter, except the first year. The lessor promises to deliver then a wagon, a plow, a harrow, four breast-harnesses, eight traces, four bits, one pair of lines, one rope for the front and one for the back of the hay wagon, a new spade, two axes, four wedges, two rings for a beetle, another spade, a winnow, two Flemish scythes, and a scythe blade, and at the end of the lease these implements must be returned to the lessor in good and usable condition.

All expenses of whatever name to which the lessee may be put shall be at his own charge. The lessee shall be holden to break up four morgens of land yearly to bring the place into use and also plant an orchard of one morgen, but the lessor shall furnish the trees therefor. The lessee shall surround said land with a good protective fence and in the last year sow not more than nine morgens of winter wheat; therefor the lessee shall have said land and what is therewith promised according to these conditions, six years; provided that the lessor shall have the use of the horses to draw the timber for the house, barn and rick and receive so much milk as he has need of for his men so long as they are engaged in building. Said contracting parties mutually promise to execute and perform what is hereinbefore written, binding thereto their persons and

estates, all as by law provided and in confirmation thereof they have subscribed this with their own hands without craft or guile, in presence of Pieter Loockermans and Hans Heyndricsz, as witnesses hereto, in Albany, this fourth of April one thousand six hundred and seventy.

This is the mark X of MEYNDERT FREDERICSZ
HARMEN THOMANSZ

Pieter Loockermans
Hans Heindricsz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease from Robert Sanders to Hendrick Meussen Vrooman of a farm on the east side of the Hudson river called Stone Arabia

[123] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the honorable magistrates of Albany, colony of Renselaerswyck and Schanechtade with the approbation of the Right Honorable Françoys Lovelace, on behalf of his Royal Highness James, Duke of York, governor general of all his territories in America), and before the undersigned witnesses, Robbert Sandersz of the one part and Heyndrick Meesz Vrooman of the other part, who in love and friendship have agreed together in manner following, to wit: Robbert Sandersz acknowledges that he has let and Heyndrick Meesz that he has hired a certain farm lying over against the long island called *Steen Raby*,[1] for the term of six following years beginning on the first of May 1670, old style, and ending on the first of May 1676.

The lessor promises to deliver therewith a house, barn and two ricks, a hogpen, two boards long and one board in width, all complete, and all the land that the lessor owns there, as well plowed land, garden, orchard and meadow as woodland, except the little flat opposite Philip Pietersz' door.

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[1] Stone Arabia. This refers apparently to land which was bought by Robert Sanders and Harmen Vedder of the Mahican Indians with the consent of Governor Richard Nicolls and which in a patent to them dated October 19, 1668, is described as being commonly called and known "by the Indian name of Taescameasich, and a piece of Land by them named Sheepshaeh, lying on y^e^ East syde of y^e^ North Ryver & stretching alongst y^e^ said Ryver from y^e^ Second to y^e^ Third Springe w^ch^ Runnes over to y^e^ West syde of y^e^ Ryver straight into y^e^ woods up to y^e^ High Hills & including w^th^in it a peice of meadow Ground or Hooy valley hauing also a free way for out Drift of Cattle." August 21, 1670, Harmen Vedder conveyed his half-interest in the land to Robert Sanders; see *Early Records of Albany*, 1:468.

The lessee shall enjoy the crops of the land which he shall find sown there and the lessee must move over the fence on the east side of said land as far as he shall see fit and lengthen the cross fence.

At the expiration of said six years the lessee must deliver up three and a half morgens sown with winter wheat, and whatever more he sows the lessor must take and satisfy the lessee therefor at the valuation of two impartial men.

The lessee must inclose the maize land also and put it under the plow, and the lessor must pay [124] therefor at the end of the lease on a valuation, and furnish a man therefor 16 days.

The lessee promises to pay as rent, the first year six skipples of wheat, the second year twelve skipples of wheat, the third year forty skipples of wheat, and the three last years seventy skipples of wheat yearly, or for every skipple of wheat two and a half skipples of oats. The lessor promises to deliver therewith three cows with a heifer of three years which is with calf, and a heifer of two years, but the lessor must stand the risk of the two heifers until they have calved. Likewise the lessor promises to deliver therewith three heifers a year old which the lessee shall keep until they are three years old, when the half shall belong to the lessee. Furthermore the lessor promises to deliver therewith four horses, consisting of two mares and two stallions, likewise a winter stallion of which the lessor shall stand the risk until three years old and the lessor must have him gelded at his own risk; furthermore the lessor and lessee must each bear half the risk of the cows and horses and if any come to die they shall first be made good out of the increase and the remainder be divided half and half. Likewise the lessor promises to deliver therewith six sows, for which the lessee promises to deliver yearly two year-old hogs to pen up and fatten, except the first year, but the pigs which are there now shall belong to the lessee, provided he at the end of this lease shall deliver to the lessor three sows each of two years and three sows each of one year together with all the pigs which in the months of February, March and April shall be cast by said six sows. In case of accidents from fire on said farm (which may God prevent) both lessee and lessor shall bear each a half of the loss, but in case [125] of general war the loss shall be borne by the lessor alone. The fruits of the orchard shall be received by the lessor and lessee each a half. The fences which the lessor delivers therewith, the lessee shall at the end of said time deliver up again tight so as to keep in horses, cattle and hogs. The lessor further delivers

therewith a calf and promises to deliver there yearly a calf three weeks old and when said calves are three years old, each party shall receive the half and at the end of the six years the lessee shall deliver to the lessor again a calf in place of the aforesaid calf that is now delivered to him.

The aforesaid contracting parties mutually promise (with God's help) to execute and perform what is hereinbefore written, binding thereto their respective persons and estates, nothing excepted, placing the same under the authority of all courts and judges, and in confirmation thereof they have subscribed this with their own hands without craft or guile (in presence of Jacob Tyssen vander Heyden and Claes Ripsz van Dam, as witnesses hereto) in Albany, this 3d of May 1670.

ROBBERT SANDERSZ
HEINDERICK MEESZEN VROOMAN

Jacob Theysen vander Heyden
Claes Ripsen van Dam

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of Adam Hendricksen Vrooman to Cornelis Willemsen van der Burgh to learn the millwright's trade

[126 blank; 127] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany in America, and before the hereinafter named witnesses, Cornelis Willemsz van der Burgh of the one part and Adam Heyndricksz Vrooman of the other part, who in love and friendship are agreed in manner following, to wit: Said Adam Heyndricsz (now about 21 years old) acknowledges that with the consent of his father, Heyndrick Meesz Vrooman, he has bound himself to Cornelis Willemsz aforesaid, who acknowledges that he has hired him for the term of two consecutive years, commencing on this 23d of May 1670. The aforesaid Cornelis Willemsz promises in said two years, so far as he is able, to teach said Adam Hendricksz carpentering and millwrighting, to furnish him free board, lodging and washing and to pay him for his labor and service the first year eighty guilders in silver money or large coin[1] and a pair of new shoes and the second year one hundred and twenty guilders in silver money or large coin at said Cornelis Willemsz's choice. And the aforesaid servant promises (with God's help) to serve the aforesaid master said two

[1] *Swaer gelt;* literally, "heavy money."

years with all diligence, assiduity and faithfulness, on the express condition that the servant may try the first six weeks how he likes it and [128] if he does not like it, he may give up his service and be free and shall then receive for the six weeks' service not more than free fare with a horse from Sprinckvielt[1] to Albany. All that is hereinbefore written the said contracting parties promise (with God's help) to execute and perform, binding thereto their persons and estates, nothing excepted, submitting the same to the jurisdiction of all courts and judges. In witness whereof they have subscribed this with their own hands without fraud or deceit (in presence of Stoffel Jansz Abeel and Leendert Philipsz, called as witnesses hereto) in Albany in America, this 23d of May one thousand six hundred and seventy.

Cornelis Willemsz
Adam Heindricksz

Leender Phyles
Stoffel Jansz Abeel

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract for the sale of a sawmill in Greenbush from Willem Fredericksen Bout to Harmen Bastiaensen Visscher

[129] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, on the date underwritten, Willem Fredericsz[2] of the first part and Harmen Bastiaensz[3] of the second part, who in love and friendship have agreed and contracted in manner following, to wit: Willem Fredericsz acknowledges that he has sold to Harmen Bastiaensz, who also acknowledges that he has bought, a certain sawmill standing in the Greyne Bosch,[4] behind the farm of Mr Jeremias van Renselaer, where Dirck Teunisz[5] now dwells, which he, Willem Fredericsz, now acknowledges to have delivered with all its appurtenances and privileges, except or saving the lord's right, to Harmen Bastiaensz, who acknowledges the receipt thereof, but the seller retains for himself all the boards which at present lie there sawed, for which he shall pay to the buyer the value of eleven beavers in boards at market price from these

[1] Springfield, Mass.
[2] Willem Fredericksen Bout.
[3] Harmen Bastiaensen Visscher.
[4] Greenbush, Rensselaer county, N. Y.
[5] Dirck Teunissen van Vechten.

sawed boards and in addition thirty oak boards of the aforesaid boards. For which [mill] the buyer promises to pay to the seller ninety-eight beavers, all to be paid in boards, to wit, four hundred pine boards next fall from the [130] logs lying there now and the following spring boards to the value of three hundred guilders in seawan, and the balance of the sum to be paid in the four following years, each year a just fourth part in good, merchantable boards at beaver's price, but all said boards the buyer must deliver at his own expense on the bank of the river. The foregoing the aforesaid contracting parties mutually promise (with God's help) to perform, binding thereto their persons and estates, nothing excepted, submitting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation thereof they have subscribed this with their own hands together with Claes Ripsz and Teunis Slingerlandt, as witnesses hereto called, without fraud or deceit, in Albany, this thirtieth of June one thousand six hundred and seventy.

This is the mark X of Willem Fredericsz, set by himself
Harmen Bastiaens

Claes Ripsen van Dam
Tuenyes Cornelis Slyengherlant
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Jochem Wesselsen and Volckert Jansen Douw of a house and two lots on High street in New York

[131] On this 19th day of July 1670, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the honorable magistracy of Albany, colony of Renselaerswyck and Schanechtade, with approbation of the Right Honorable Françoys Lovelace in behalf of his Royal Highness James, Duke of York, governor general over all his territories in America), and before the afternamed witnesses, Joachim Wesselsz, baker, of the first part, and Volckert Jansz (both dwelling here), of the second part, who in love and friendship have agreed and contracted in manner following, to wit: Joachim Wesselsz acknowledges that he has sold and Volckert Jansz that he has bought a house and lot together with a lot next to the house, standing and lying in New York on the *Hoogh straet*,[1] between the houses of Abel Hardenbroeck and Adriaen van Laer, the same being deliv-

[1] High street

ered now free and unincumbered excepting the lord's right and saving also the bake oven; and the seller delivers the premises as they now lie, in fence according to patent, provided that the tenant may continue to reside therein till the first of May 1671 and the buyer shall receive the rent thereof, but whatever the tenant may have done therein by way of repairs or still must needs do, the same may be deducted from the rent.

[132] For which aforesaid house and lots the buyer promises to pay to the seller twenty-six hundred guilders in good strung seawan, to be paid in two instalments, to wit, the first instalment between now and the first of May next, of which the seller hereby acknowledges that he has received already five hundred guilders in seawan, and the second instalment to be paid promptly on the first of May 1672. The said contracting parties, each for himself, promise to execute and perform what is hereinbefore written, for which they bind their persons and estates, nothing excepted, subjecting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation thereof they have subscribed this with their own hands without fraud or deceit (in presence of Harmen Rutgers and Asser Levy van Swelen,[1] as witnesses hereto) in Albany in America, on the date above written.

Jochem Backer
Volckart Jansz

Herman Rutges
Asser Leevy

Acknowledged before me,
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between John Lewis and Rev. Jacobus Fabricius of a house and two lots in Albany

[133] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany (appointed by the honorable magistrates of Albany, colony of Renselaerswyck and Schanechtade with approbation of the Right Honorable Françoys Lovelace, on behalf of His Royal Highness James, Duke of York, governor general of all his territories in America), and before the hereinafter named witnesses, Jan Louwys[2] of the one part and Magister Jacobus

[1] Elsewhere given as "Swelm."

[2] John Lewis, an English soldier. The house and lot mentioned in this contract are probably the same as the house and lot purchased by him of Jurriaen Jansen Groenewout, which are mentioned in a bond of February 9, 1669 [1670], printed in *Early Records of Albany*, 1:435.

Fabritius[1] of the other part, who in all love and friendship have agreed and contracted in manner following, to wit: Jan Louwys acknowledges that he has sold and the reverend magister that he has bought a house and lot and another lot lying next to the same, standing and lying here in Albany on the Pleyn, next to Lambert van Valckenburgh and on the west side some vacant lots; the house and lot being bounded and of such dimensions as appears by the patent and the adjoining lot being of such dimensions as Carsten Carstensz conveyed it to Claes Teunisz,[2] as shown by certain accompanying writings which the seller now with the house and lots delivers to the buyer with all that is fast by earth and nail; for which house and two lots the buyer promises to pay to the seller next May 1671 one hundred and sixty-five guilders in good, strung seawan, provided that the seller shall be holden upon the payment to deliver to the buyer a good and sufficient deed of ownership (excepting the lord's right).

[134] The aforesaid contracting parties mutually promise to execute what is hereinbefore written, binding thereto their respective persons and estates, nothing excepted, placing the same in subjection to all courts and judges, and in confirmation of the same they have subscribed this with their own hands without craft or guile in presence of Secretary Lodevicus Coobes and Jan Evertsz and Hans Dreeper, as witnesses hereto, in Albany this twenty-sixth day of November one thousand six hundred and seventy.

JOHN LEUIS
M. JACOBUS FABRICIUS
Ludouicus Cobes, Sec'y

This is the mark X of *Jan Eversz,*
made by himself
Hans Dreper, as witness

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] The Rev. Jacobus Fabricius, the first duly authorized Lutheran minister in the province of New York, the Rev. Joannes Ernestus Goetwater, who arrived in July 1657, not having been allowed to preach; see *Early Records of Albany* 2:11.

[2] Claes Teunissen Uylenspiegel. The deed to him from Carsten Carstensen Noorman, dated $\frac{27 \text{ April}}{7 \text{ May}}$ 1667, is in *Early Records of Albany,* 1:423.

Contract of sale between Albert Andriessen Brat and Jan Pietersen Bronck of the ironwork of a sawmill

[135] On this 29th day of November 1670, appeared before me, Adriaen van Ilpendam, notary public residing in Albany, and before the afternamed witnesses, Albert Andriesz Brat of the first part and Jan Pietersz Bronck of the second part, to me, the notary, well known, who in all love and friendship are agreed with each other in manner following, to wit: Albert Andriesz Brat acknowledges that he has sold and Jan Pietersz Bronck that he has bought a large iron crank and rack, an iron shaft and pinion and a proper cross[1] for the shaft, which said articles [the seller] promises to deliver at once and for which the said buyer promises to pay nineteen good, whole, salable beaver skins or the value thereof to be paid in kind, to wit, in three instalments, the first this winter, being a big, fat hog worth 34 guilders in beavers and two beavers in good wheat and before next harvest six whole beavers, and the remainder the winter after in grain as the market therefor shall be, whether in wheat or oats, peas or buckwheat. The aforesaid contracting parties mutually promise to execute and perform what is hereinbefore written, binding thereto their respective persons and estates, nothing excepted, submitting the same to the authority of all courts and judges, and in confirmation thereof they have subscribed this with Robbert Sandersz and Elias van Ravensteyn, as witnesses hereto. Albany, dated as above.

ALBERT ANDRIESSEN BRAT
As witnesses JAEN BROENCK
Robbert Sandersz
Elias van Rauesteyn
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Power of attorney from Jacob Abrahamsen Kuyper to his wife Catalyntie van Elslant and Lodewyck Post

[136 blank; 137] On this twelfth day of April one thousand six hundred and seventy-one appeared before me, Adriaen van Ilpendam, notary public residing in Albany (appointed by the honorable magistracy of Albany, colony of Renselaerswyck and Schanechtade, with approbation of the Right Honorable Françoys Lovelace, in behalf of his Royal Highness James, Duke of York, governor general over all his territories in America), and before

[1] *Kruys;* a heavy iron box at the end of the shaft with holes at right angles for the insertion of the arms of the windmill.

the afternamed witnesses, the worthy Jacob Abrahamsz Kuyper, dwelling here in Albany, well known to me, the notary, who acknowledges that he has constituted and appointed, as he hereby does constitute and appoint, his wife Catalyntie van Elslant and Lodowyck Post, dwelling at New York, his attorneys, giving them jointly and severally full power and authority and special order, with his wife's brother, Claes van Elslant, to take possession of the estate left by the principal's wife's late father, Claes van Elslant, and to divide the household effects between his aforesaid wife and her aforenamed brother, or to sell the same, together with the house and lot standing and lying in New York, to the highest bidder at public sale; the moneys to receive and acquittance for the receipt to grant; likewise when full payment is made a [138] good and sufficient deed to deliver to the buyer; furthermore, if there are any outstanding debts due the said estate, the same to collect as speedily as possible and if any creditors according to honest accounts and proofs have any demands against the estate, the same first to pay out of said moneys of the whole estate and the remaining moneys then to divide between his wife and her brother, share and share alike. The principal hopes that all that is hereinbefore written may be done in love and friendship, but if the aforesaid brother be not so disposed, [the attorneys] are to constrain him thereto by law and justice, [having] power one or more persons (if need be) to substitute in their places and furthermore all things to do and perform that he, the principal, if himself present, might or could do, notwithstanding that the matter may require more specific order than is herein stated, provided that the aforesaid Lodewyck Post remain holden of his management and administration to make a proper return, accounting and exhibit. The principal promises to hold as good, binding and valid whatever shall be done or performed in the matter aforesaid by his attorneys or either of them individually, without doing or causing to be done anything contrary hereto, binding thereto his person and estate, nothing excepted, and in confirmation hereof he has subscribed this with his own hand, together with Jellis Pietersz and Jan Andriesz, called as witnesses hereto, in Albany, dated as above.

Jacop Abrahamsen

Jelys Pietersz[1]
Jan Andriese

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

[1] Gillis Pietersen Meyer, or Myer?

Bill of sale of a mare from Jan Andriessen to Joachim Ketelheun

[139] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany, on this 13th day of April 1671, Joachim Ketelheun of the first part and Jan Andriesz of the second part, who agreed together in manner following, to wit: Jan Andriesz acknowledges that he has sold to Joachim Ketelheun a mare, sound in body, the receipt of which mare Joachim Ketelheun acknowledges and promises to pay therefore to said Jan Andriesz or his order the sum of thirteen good, whole, salable beaver skins, to wit, in two payments, the first of which, of seven good, whole, salable beavers, must be made promptly next July of this year, and the second, of six beavers, in good wheat, at market price at the time of the delivery, in the month of April 1672; and likewise to do a day's carting for the seller free. The aforesaid Joachim Ketelheun binds hereto his person and property, movable and immovable, present and future, submitting the same to all courts and judges; and in confirmation hereof he has, with the undersigned witnesses, subscribed this with his own hand in Albany, on the date above written.

This is the mark X of JOACHIM KETELHEUN, made by himself

Jacop Abrahamsen, witness
Pieter Loockermans

Acknowledged before me,
ADRIAEN VAN ILPENDAM
Notary Public

Indenture of service of Johannes Hubertsen to Tryntje Jochims, the wife of Major Abraham Staets

[140 blank; 141] On this nineteenth day of April, one thousand six hundred and seventy-one, appeared before me, Adriaen van Ilpendam, notary public residing in Albany, and before the afternamed witnesses, Aeltie Jans, wife of Hubert Jansz, and Tryntie Joachims, wife of Major Abraham Staas, who in all love and friendship are agreed in manner following, to wit: Said Aeltie Janse hires out her son, named Johannes Hubertsz, to said Tryntie Joachims for the time of a whole year commencing the first of May of this year 1671 old style and ending the first of May 1672 old style, to serve the aforementioned Tryntie Joachims and her said husband the said year with all diligence and faithfulness in all proper work; for which said Johannes shall receive as wages eight

good, whole, salable beaver skins and free washing, but whatever he has need of within the aforesaid time shall be procured for him and offset against said eight beavers. What is hereinbefore written the contracting parties mutually promise to perform, binding thereto their persons and estates, nothing excepted, as by law provided, and in confirmation hereof they have subscribed this with their own hands in presence of Johannes Provoost and Heyndrick Gerritsz, as witnesses hereto, on the date above written.

This is the mark X of AELTIE JANS,
made by herself
TRINGEN IOCHGIMS

Johannes Provoost, witness
Henderick Geirtsen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Agreement between Robert Orchard and Jannetie Donckes, the widow of Thomas Powell, regarding the settlement of their respective claims to land at Kinderhook

[142 blank; 143] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Robbert Orchard of the one part and Jannetie Donckes, widow of the late Thomas Poul,[1] of the other part, who in presence of the afternamed witnesses have in love and friendship agreed and contracted with each other in manner following, to wit: Said Robbert Orchard shall keep for himself the unsold land at Kinderhoeck at present occupied by Jan Maertensz, and have power to sell and convey the same, until such time as he shall have received the half of the payment, as well for this land as for the land formerly sold at Kinderhoeck and which belonged to both of them. Furthermore, he is empow-

[1] Thomas Powell. The land referred to in this agreement was apparently part of the tract granted by Governor Richard Nicolls as follows: "Whereas Robert Orchard of Biston [sic] & Thomas Powell of Albany Have w^th^ my Lycence made purchase from an Indian Proprietor of a certaine peice or parcell of Land called y^e^ name of Neweskeke or Newewskeek lying & being about Ten English myles on this syde ffort Albany conteyning by Estimation Two hundred Acres or thereabouts being in a Corner or Neck of land having a fresh water Ryver running on v^e^ East syde thereof for w^ch^ said land y^e^ Indian Proprietor aforemenconed acknowledges to have received full satisfaction as in y^e^ deed of purchase bearing date y^e^ 12^th^ day of September 1665 perticulerly is sett forth. Now for a confirmation unto them y^e^ said Robert Orchard & Thomas Powell &c. The Patent is dated y^e^ 4^th^ of August 1668." Ruttenber and Beauchamp place Neweskeke on the west side of the Hudson river, but this appears to be a mistake, as no separate grant for land at Kinderhook to Robert Orchard and Thomas Powell is on record and no other land than that at Kinderhook is known to have been owned by them jointly.

ered to demand and receive of *Groote* Andries[1] one hundred and eighty-two guilders in seawan, and from Jan Maertensz twenty-four beavers, on condition that said Robbert Orchard completely and absolutely surrender to said Jannetie Donckes all his right and claim to the woodland at Kinderhoeck and nevermore demand anything of her for his former half interest, except the meadow, which belongs to them both. The [144] said contracting parties mutually promise to hold valid and perform what is hereinbefore written, binding thereto their persons and estates, nothing excepted, subject to all courts and judges, in confirmation whereof they have with Louwerens van Alen and Gabriel Thomasz, called as witnesses hereto, subscribed these with their own hands in Albany, this 30th of May 1671.

Robert Orchard
This is the mark X of Jannetie Donckes, made by herself

Lourus van Alen
Gabriel Tomasen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at Nuttenhook from Hans Heindricksen to Poulus Cornelissen van Flensburgh

[145] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany, and before the afternamed witnesses, upon this 17th of July 1671, Hans Heyndricsz of the one part and Poulus Cornelisz van Flensburgh[2] of the other part, who in all love and friendship are agreed in manner following, to wit: Hans Heyndricsz acknowledges that he has let and Poulus Cornelisz that he has hired a farm on Nooten-hoeck[3] with house, barn, garden, orchard and all the land for the time of the next following five years from the date hereof. The lessee shall receive this year's fruits of the land now in fence, and shall deliver the same again at the end of this lease seeded down with the same quantity of grain, to wit, three skipples of winter wheat, thirteen skipples of oats, and three skipples of peas, and the fence secure against horses, cattle and hogs, and shall yearly deliver to the lessor the third sheaf, except the summer grain of the first year from the

[1] Meaning "Big Andries," and probably referring to Andries Hansen [Scherp?]; see *Early Records of Albany*, 1:483.
[2] Flensburg is a town in Sleswick.
[3] Nutten hook, in Columbia county, N. Y. The post office is called Newton Hook.

uncleared land that is in fence. Furthermore, the lessee promises at the end of the lease in addition to the aforesaid fenced land to deliver ten morgens of cleared land in suitable fence like that of the aforesaid fenced land, for which the lessee shall receive the fruits thereof during the lease, and the lessee promises to deliver at the end [146] of said five years twenty skipples of wheat properly sowed on said ten morgens at his own expense, but the lessor is holden to furnish said twenty skipples of wheat thereto. The lessee promises at the end of said lease to deliver up again the orchard and garden in proper fence, and to deliver yearly half of the fruits of the orchard and garden and two skipples of maize, together with as much garden produce as the lessor has need of in his household. The lessee promises to make a proper floor of clay in the barn if suitable clay is to be had there, but the lessor shall furnish a man to help therein whom he must pay, and the lessee shall give him his board, and if there be no proper clay, the lessee must lay a log floor therein, but the lessor must then provide and pay a carpenter, while the lessee remains holden to give him his board. The lessor promises to deliver therewith some horses, cows, and hogs according to the following inventory, and each shall receive the half of the increase thereof, provided that the lessee be holden first to deliver up to the lessor the original number; the lessee may not use nor suffer to be used any of the horses in the service of any other person without consent of the lessor; furthermore the lessee promises to pay for every milch cow thirteen pounds of butter yearly.

[147] All that is delivered to the lessee according to inventory he shall be holden to deliver up again in as good condition as when he received it; but it is expressly stipulated that if the house or barn with whatever may be therein happens to burn (through the negligence of the lessee or his own men, which God prevent) the lessee shall be holden to make good the same. The lessee promises to keep the wagon road across the marsh above in good order. Likewise it is stipulated that after the expiration of said lease the lessee may remain in the house, store his grain and fodder and thresh the same and feed his cattle to which he may then be entitled as well as those of the lessor through the winter. The lessor stipulates that the lessee shall be holden each year to winter a cow for him, except the first year. Furthermore, the lessee promises not to keep or to allow any cattle, horses or hogs on said land except those belonging to the lessor, but if the lessee puts upon it any hogs of his own, he shall take those out first [at

the end of the lease] and of the increase thereof the lessor shall receive the half. The foregoing the said contracting parties mutually promise to carry out and perform, for which they bind their persons [148] and properties, movable and immovable, present and future, submitting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation thereof they have together with Jacob Gerritsz van Laer and Barent Meyndersz, called as witnesses hereto, subscribed this with their own hands, in Albany, dated as above.

HANS HEINDRICKZ
This is the mark X of POULUS CORNELISZ VAN FLENSBURGH, made by himself

Jacob Gerrets van Laer
Barent Meyndersz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Melgert Wynantsen van der Poel to run a sawmill for Eldert Gerbertsen Cruyff at Bethlehem

[149] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, on this 30th day of September 1671, and before the hereinafter named witnesses, Eldert Gerbertsz of the one part and Melchelt Wynantsz of the other part, who acknowledge that in love and friendship they have agreed in manner following, to wit: Eldert Gerbertsz acknowledges that he has hired Melchert Wynantsz and the latter that he has undertaken to saw in the mill of said Eldert Gerbertsz at Bethlehem[1] from now on, to wit, to commence as soon as there is sufficient water therefor and to end the last of next May 1672, provided said Eldert shall bear all the expenses of the mill and keep it in proper running order. During the term of his labor said Melchert shall enjoy free board from said Eldert and in case Melchert in the spring of 1672 engages a helper in order that one may saw by day and the other by night, said Eldert shall be holden to provide the helper with free board during his labor. Eldert promises to let Melchert have for his labor (over and above the said free board)

[1] This mill stood on the Bethlehem's kill, now the Normans kill. It was on June 2, 1675, assigned by Albert Ryckman, as attorney for Eldert Gerbertsen Cruyff, to Stephanus van Cortlant, then director of the colony of Rensselaerwyck, and on December 13, 1677, it was conveyed by Domine Nicolaus van Rensselaer to Pieter Winne. See *Early Records of Albany*, 1:171.

the just fourth part of all the boards, whether thick or thin, long or short, oak or pine, the sawyer to receive also a just [150] fourth part of all the scantling, lath etc. which shall be sawed in said mill during the said time, the same to be divided every week by lot. All that is hereinbefore written the said contracting parties promise (with the help of Almighty God) to execute and perform, for which they bind their respective persons and estates, real and personal, present and future, subjecting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation thereof, they have, with Jacob Tysz vander Heyden and Harmen van Gansevoort, called as witnesses hereto, and me, the notary, subscribed this with their own hands, without any craft or guile, in Albany, dated as above.

ELDERT GERBERTSZ CRUIF
MELGERT WYNANTSEN VAN DEN POELL

As witnesses:
Jacob Theysen vander Heyden
Harmen Harmens Ganseuort
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bond of Albert Jansen Ryckman to Jan Hendrick Bruyn and Hans Heindricksen for the payment of money due by his stepfather Eldert Gerbertsen Cruyff

[151] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, on this thirteenth day of November one thousand six hundred and seventy-one, Albert Jansz Reeckman, son of Tryntie Jans, now wife of Eldert Gerbertsz Cruyff, who acknowledges hereby that he will pay for his aforenamed father, to Jan Heyndricsz Bruyn and Hans Heyndricsz jointly, the sum of thirty-five good, whole beaver skins and three guilders, five stivers in seawan and interest on the same at ten per cent yearly and promises said principal sum and interest to pay on the eleventh of September one thousand six hundred and seventy-two, because the indebtedness was incurred on the 11th of September of this year 1671; but so long as this debt remains unpaid the mortgage which Eldert Gerbertsz Cruyff has subscribed remains in full force; furthermore said Albert Jansz Reeckman for the full performance of the foregoing binds his person and

estate, having or to have, subject to all lords, courts, tribunals and judges, and in confirmation thereof he has subscribed this with his own hand, dated as above.

ALBEERT JANSZ REECKMAN[1]

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Discharge of the bond printed above

[152] We, the undersigned, Jan Heyndricsz Bruyns and Hans Heyndricsz, hereby acknowledge that we have received from Albert Jansz Reeckman the sum of thirty-five good, whole beavers and three guilders, five stivers in seawan, together with all the interest which has accrued thereon, according to the above obligation of the 13th of November 1671, subscribed by the aforesaid Albert Jansz Reeckman, so that the aforegoing obligation with the interest thereon is fully paid and we release said Reeckman from all further demands (in this respect). In witness whereof we have subscribed this with our own hands without craft or guile, in New Albany, this 16th of August 1679.

JAN HENDERCK BRUYNS
HANS HEINDRICKZ
In my presence,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Power of attorney from Eldert Gerbertsen Cruyff to his wife, Tryntje Jans, and his step-son, Albert Jansen Ryckman

[153] On this sixteenth of November one thousand six hundred and seventy-one appeared before me, Adriaen van Ilpendam, notary public and before the afternamed witnesses, the worthy Eldert Gerbertsz Cruyff, proposing (with God's help) to return to Holland, who acknowledges and declares that he has constituted and appointed, as hereby he does, his wife named Tryntie Jans and his aforenamed wife's son of a former marriage named Albert Jansz Reeckman his special attorneys, in his absence all his business in this country to manage, direct and transact to the best of their abilities, from all his debtors to demand, collect and receive such payments as are coming to him from the same, according to accounts and vouchers thereof existing and placed herewith in the hands of the attorneys; having received the same, acquittance

[1] Elsewhere he signs his name: Albert Jansz: Ryckman.

to grant; and in case of unwillingness the unwilling debtor to constrain to pay by legal process and rigor of justice; and furthermore all things to do, perform and transact which may be needful and shall seem to them proper, [the principal] promising at all times to hold valid whatever shall be done and performed in the matter aforesaid by his above written attorneys, without any opposition. And in confirmation thereof the aforenamed principal, with Marcellis Jansz and Dirck Bentsingh as witnesses hereto, with me, the notary, has subscribed this, in Albany, dated as above.

ELDERT GERBERTSZ CRUIF

Maercelys Jansen
Dirck Bensem

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of service of Abraham Niclaes to Poulus Cornelissen van Flensburgh

[154 blank; 155] On this twenty-ninth day of November 1671, appeared before me, Adriaen van Ilpendam, notary public residing in Albany, Hans Heyndricsz of the one part and Abraham Niclaes of the other part, who hereby acknowledge that in love and friendship they have agreed in manner following, to wit: Said Abraham Niclaes acknowledges that he has hired himself to Poulus Cornelisz van Flensburgh (dwelling at Nootenhoeck,[1] on the farm of Hans Heyndricsz) for the term of one whole year, which term shall begin about six weeks after this date as soon as he enters his service; and he promises (with God's help) to serve out said term with all diligence and faithfulness in all proper work, provided that he shall receive therefor twenty-one beavers and a half and a pair of stockings, for which payment Hans Heyndricsz becomes surety. Hereto they mutually bind their persons and properties, nothing excepted, subject to all courts and judges. In confirmation whereof they have subscribed this with their own hands, without fraud or deceit, in Albany in America, dated as above.

This is the mark X of ABRAHAM
NICLAES, made with his own hand
HANS HEINDRICKZ

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] Nutten hook, in Columbia county, N. Y.

Contract of sale between Harmen Rutgers and Pieter Pietersen Lassen of a brewery, dwelling house and lot and appurtenances in Albany

[156 blank; 157] On this 29th day of November 1671, appeared before me, Adriaen van Ilpendam, notary public residing in Albany, Harmen Rutgers of the one part and Pieter Lassingh [1] of the other part, who acknowledge that in love and friendship they have contracted in manner following, to wit: Harmen Rutgers acknowledges that he has sold and Pieter Lassingh that he has bought a brewery and dwelling house with the lot and appurtenances thereof, together with the brew kettle, tubs and vats marked with the mark of the aforesaid Harmen Rutgers, for which said Pieter Lassingh promises to pay the sum of one hundred and eighty good, whole, salable beaver skins and in addition the sum of eighty-eight guilders in beavers for oats and fl.243-2 in seawan for hops delivered, the receipt of which said oats and hops, as well as of a horse (being a mare between four and five years old), a wagon and a sleigh comprised in said purchase, the said Pieter Lassingh acknowledges, promising to pay said sums for the purchase of the brewery and its appurtenances as well as for the purchase of said oats and hops in the currency aforesaid at the end of next June or the beginning of next July, without delay, for the payment of which said sums in the manner specified Goosen Gerritsz van Schaeyck becomes surety, he and the principal binding thereto their persons and estates, nothing excepted, subject to all courts and judges, and in confirmation thereof they have subscribed this with their own hands, without craft or guile. In Albany, dated as above.

Herman Rutges
Pyetter Pyettersen
Goosen Geertsen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a farm at Schenectady from Dirck Hesselingh to Harmen Vedder

[158 blank; 159] On the first day of February 167½ appeared before me, Adriaen van Ilpendam, notary public residing in Albany, Dirck Hesselingh of the one part and Harmen Vedder of the other

[1] According to his signature to a subsequent contract his name was Pietter Piettersen Laszen, or Lastcn.

part, who acknowledge that in all love and friendship they had agreed in manner as follows, to wit:

Dirck Hesseling acknowledges that he has sold and Harmen Vedder that he has bought the farm (upon which said Dirck Hesseling dwells at Schanechtade), as well the land as house, barn and two ricks and furthermore all the appurtenances and dependencies thereof just as said Hesseling bought the same of Jurriaen Teunisz; which said farm shall be delivered to the buyer free and unincumbered (saving the lord's right) next first of May 1672 together with all the sowed grain which is now in the ground, on condition that the buyer may use all the aforesaid lands of said farm from this time onward; for which the buyer promises to pay ninety whole beavers to Jurriaen Teunisz, and to satisfy and content said Jurriaen Teunisz therefor, since the seller assigns [the payment] over to said Jurriaen Teunisz.

The aforesaid contracting parties mutually promise to execute and perform the foregoing, [160] binding thereto their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and in confirmation hereof they have mutually subscribed this (without craft or guile) in Albany, dated as above.

Dirck Hesselingh
Harmen Vedder

As witnesses:
This is the mark X of *Jurriaen Jansz Groenewout,* made by himself
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Power of attorney from Anthonia Slachboom, widow of Arent van Curler, to Jan Verbeeck

[161] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany, on this 2d day of February 167½, the virtuous Madam Anthonia Slachboom, widow of the late Mr Arent van Curler, who acknowledges that she has constituted and appointed, as hereby she does constitute and appoint, the worthy Mr Jan Verbeeck her attorney to attend for her to all legal matters which may arise, both in suing and defending suits, with power likewise to choose another person to lend him, Verbeeck, the helping hand in all matters. The aforesaid Madam Anthonia Slachtboom promises to hold valid whatever may be done by said Mr Jan Verbeeck and by those whom he, Verbeeck, shall substi-

tute or associate with him for that purpose, as if she, said Madam Slachtboom, did the same personally, provided that the attorney or his substitutes be holden to make a proper return and accounting of their administration. And in confirmation thereof, said Madam Slachtboom has subscribed this with her own hand. In Albany, on the date above written.

This is the mark X of JUFFROUW ANTONIA SLACHTBOOM, made with her own hand

As witness:
G: Swartt

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Tierck Harmensen and Willem Moor of a building lot in Albany on the hill

[162 blank; 163] On this 22d day of February 167½ appeared before me, Adriaen van Ilpendam, notary public residing in Albany, and before the hereinafter named witnesses, Tierck Harmensz of the one part and Willem Moor of the other part, who acknowledge that in love and friendship they have agreed in manner following, to wit: Tierck Harmensz acknowledges that he has sold and Willem Moor that he has bought a lot lying here in Albany on the hill, on the north side of the house and lot of Teunis Slingerlandt, and the said lot is sixteen wood feet in breadth and four rods long, which said lot the buyer may enter upon to-morrow for the purpose of building, and he promises to pay therefor to the seller six good, whole, salable beaver skins, to wit, two beavers within six weeks from now and the remaining four beavers within six months from now; and in case of failure of payment the buyer shall be holden every month after the expiration of said six months to pay a beaver more. And so soon as the seller shall have received full payment, he promises to deliver to the buyer a good and sufficient deed of ownership (saving the lord's right).

The contracting parties mutually promise to perform the foregoing, binding thereto their persons and estates. But the buyer especially mortgages the said lot for the satisfaction of this contract and furthermore all his estate, nothing excepted, subject to all lords, courts, tribunals and judges, and in confirmation hereof

they have mutually subscribed this without craft or guile in Albany, on the date above written.

This is the mark + of TIERCK HARMENSZ, made by himself
This is the mark W of WILLEM MOOR, made by himself

As witnesses:
Claes Rust
Dirck Albertsen Brat
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Power of attorney from Wynant Gerritsen van der Poel to Ludovicus Cobes

[164 blank; 165] On this 24th day of February 167½ appeared before me, Adriaen van Ilpendam, notary public residing in Albany, Wyant Gerritsz van der Poel, intending with the help of God to go to work upon his saw mill, who acknowledged that he had constituted and appointed, as he hereby does, the Honorable Secretary Ludovicus Coobes his special attorney to proceed in the suit between the principal and Poulyn Jansz, either as plaintiff or defendant, all legal steps to observe and furthermore all things to do and perform as he, the principal, being himself present, might or could do, even though the matter may require more specific power than is herein expressed, promising to hold good, binding, valid and inviolable whatever shall be done in the matter aforesaid by his attorney, without hereafter doing or causing to be done anything contrary hereto, for which he binds his person and property, present or future, subject to all courts and judges; provided the attorney be holden to make a proper exhibit, accounting and return of his administration. In confirmation of which the aforesaid principal has subscribed this with his own hand, without fraud or deceit, in presence of me, the notary, in Albany, on the date above written.

WYNANDT GERREYDTS V D^r POELL
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of partnership in a brewery between Goosen Gerritsen van Schaick and Pieter Pietersen Lassen

[166 blank, 167 omitted; 168] Appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, on this last day

of February 167½, Mr Goosen Gerritsz van Schayck, of the first part, and Pieter Pietersz Lassingh, of the second part, who hereby acknowledge that in love and friendship they have agreed in manner following, to wit: They acknowledge to be partners in the brewery which Pieter Lassingh bought of Harmen Rutgers and the aforesaid Goosen Gerritsz has become surety and co-principal for the payment of the same, and Pieter Lassingh promises hereby that he will keep his said partner free from loss or damage by reason of said security, and that he will produce the half of the purchase money at the set time as his partner is bound to do with the other half; furthermore Pieter Lassingh promises to do his utmost duty as well in brewing as in other necessary work respecting the brewery and the house, and each shall receive the half of the profits; and Goosen Gerritsz promises to lay in immediately one or two hundred skipples of wheat more than his partner and that he will receive therefor no more interest or profits than his partner, but all the excess that is laid in by him shall first be taken out of his profits again; and said greater laying in is done because the son of Goosen Gerritsz, named Sybrant Goosensz, is not as yet as strong or expert as Pieter Lassingh, but he promises, according to his ability, to do his best. The aforesaid partners hereby promise that neither of them shall sell his part of said brewery or appurtenances without first having offered it to the other, and they likewise promise to do nothing (respecting said brewery) without communication with each other. The aforenamed partners mutually promise to execute and perform what is hereinbefore written, under pledge of their persons and estates, having and to have, nothing excepted, placing the same under the authority of all lords, courts, tribunals and judges; and in confirmation thereof they have subscribed this with their own hands, without craft or guile, in Albany, dated as above.

Goosen Gerretsen
Pietter Piettersen Laszen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at the Steenen hoeck from Bastiaen de Winter to Pieter Gerritsen Kleyn

[169 omitted, 170 blank; 171] On this second day of March 167½ appeared before me, Adriaen van Ilpendam, notary public residing in Albany, Bastiaen de Winter of the one part and Pieter Gerritsz Kleyn of the other part; who acknowledge that in all love

and friendship they have agreed in manner following, to wit: Said Bastiaen de Winter acknowledges that he has let his house and all his land at the Steenen hoeck[1] to the aforenamed Pieter Gerritsz for the time of four consecutive years, which are to begin on the first of April of this year 1672 and to end on the first of April 1676; and he promises to deliver therewith three cows and a one-year old steer, together with a young heifer calf, eight days old, for which said cattle the lessee promises at the end of the lease to deliver to the lessor again a like number or the value thereof, and the half of the increase which in the meantime may come from said three cows; and he promises to pay to the lessor yearly three pounds of butter for each cow, except the first year, when he shall pay not more than four pounds of butter in all. Furthermore the lessor promises to deliver therewith two sows, two years old; also two young sows, nine months old, which the lessee promises to deliver up again at the end of the lease (or the value thereof) and moreover yearly (for the term of the lease) a hog that is over a year old fit to be penned up and fattened. The lessee promises in payment of the rent properly to clear the morgens of land, to pull out the stumps and to inclose them all around with good palisades and at the end of said time to deliver up the same tight, provided he shall begin to clear them now from the palisades of the garden and orchard and so on in regular order. Furthermore the lessee promises to deliver up again to the lessor or to his order at the end of this lease as well the house and all its appurtenances, as the orchard, garden and the two morgens of land properly fenced off, excepting the same be burned or damaged by the Indians or some other accident (which may God prevent), but if it happen through his neglect or his fire, he shall be holden to make good the same completely. The aforenamed contracting parties mutually promise to perform and execute what is hereinbefore written, binding thereto their persons and estates, real and personal, present and future, subject to all lords, courts, tribunals and judges. In confirmation of which they have without craft or guile subscribed this with their own hands in Albany, dated as above.

Basteiaen de Winter
This is the mark X of Pieter Gerritsz Kleyn, made by himself
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

[1] Stone hook, or Stony point, on the west bank of the Hudson river, just south of Green island.

Contract of Willem Andriessen Rees to saw in the mill of Eldert Gerbertsen Cruyff at Bethlehem

[172 blank; 173] On this 30th day of April 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Albert Jansz Reeckman of the one part and Willem Andriesz Rees of the other part, who in love and friendship have agreed in manner following, to wit: Willem Andriesz acknowledges that he has agreed to saw in the mill at Bethlehem, the time to commence shortly after the first harvest as soon as there is sufficient water and not to end this year so long as any sawing can be done there. And should Eldert Gerbertsz this year not return from Holland, then said Willem Andriesz shall be bound to saw next spring till the end of May, if there is enough water till then. For which said Albert Jansz promises to pay said sawyer or to let him take the just fourth part of all that is sawed and in addition the sawyer shall have (during the sawing) nine guilders a week for his board. The foregoing the said contracting parties mutually promise to carry out and perform, binding thereto their persons and estates, nothing excepted, submitting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation thereof they have subscribed this in the presence of me, the notary, without fraud or deceit, in Albany, dated as above.

Albert Jansz: Ryckman[1]
This is the mark M of Willem Andriesz Rees, made with his own hand

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of land at Niskayuna from Harmen Vedder and Barent Reyndersen to Claes Jansen van Bockhoven and Ryck Claessen van Vranken

[176][2] On this 17th day of May 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Harmen Vedder and Barent Reyndertsz of the one part and Claes Jansz van Boeckhooven[3] and

[1] Elsewhere he signs himself: Albert Jansz: Reeckman.
[2] 174 is blank and 175 is omitted.
[3] Claes Jansen van Bockhoven, also called Claes de Braebander, Bockhoven being a place in the province of North Brabant.

Ryck Claesz[1] of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Harmen Vedder and Barent Reyndertsz acknowledge that they have sold and Claes Jansz van Boeckhooven and Ryck Claesz that they have bought a certain piece of land lying over the river at Canastagioene,[2] with all the rights which the said sellers have therein according to the patent,[3] and said sellers deliver said land to the said buyers now immediately, free and unincumbered (saving the lord's right) and the buyers promise to pay therefor to the sellers or their order five hundred and fifty skipples of wheat, to wit, to be paid in four instalments, of which the first shall be paid on the first of January 1674, the second on the first of January 1675, the third on the first of January 1676 and the fourth on the first of January 1677; provided that in case of lack of wheat the said buyer may pay said sum in oats or peas, each at market prices as the market price of wheat shall then be, [177] the same to avail them as valid payment, each product according to its value, but they shall be holden to pay at least two-thirds of each one of said instalments in wheat. Said payments must be made to the sellers here in Albany, free of charge. Barent Reyndertsz likewise sells to said buyer, Claes Jansz, all his rights to land at Canastagioene on this side of the river and delivers it to him now, on condition the buyer promises to pay therefor seventy skipples of wheat or peas at market price, but the value of the wheat to be paid therefor in two instalments, of which the first shall be made on the first of January 1673 and the second on the first of January 1674. Harmen Vedder hereby acknowledges that he has sold to said Claes Jansz and Ryck Claese a suitable lot for a homestead and garden from the land which heretofore belonged to Schelluyn,[4] for which said buyers promise to pay seven good, whole, salable beaver skins to be paid next harvest 1672.

The said contracting parties (each for himself) promise to execute and perform what is hereinbefore written, binding thereto their persons and estates, nothing excepted, subject to all courts and

[1] Ryck Claessen van Vranken. He and Claes Jensen obtained a deed for the property on October 31, 1677, for which see *Early Records of Albany*, 1:166.

[2] Niskayuna, N. Y.

[3] Patent granted by Governor Francis Lovelace, dated May 19, 1671; see *Early Records of Albany*, 1:166. No record of this patent is found.

[4] Dirck van Schelluyne.

judges, and in confirmation hereof they have subscribed this with their own hands, dated as above.

HARMEN VEDDER
BARENT REYNDERSZ
This is the mark I of CLAES JANSZ VAN BOECKHOOVEN, made by himself
RYCK CLAESSEN

As witnesses:
Dirck Hessellingh
Dierck Wesselsz ten Broeck
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Jochim Wesselsen and Hendrick Cuyler of a house and lot in Albany

[178 and 179 blank; 180] On this eighth day of June 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afternamed witnesses, Joachim Wesselsz Backer of the one part and Heyndrick Kuyler of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Joachim Wesselse acknowledges that he has sold and Heyndrick Kuyler that he has bought a certain house and lot standing and lying on the west side of Meyndert Harmensz's house, in breadth in front on the street twenty feet and in breadth in the rear and as long as it now is in fence; likewise the aforenamed seller sells to the said buyer a lot next to the said lot on the west side, which lot is in breadth in front on the street two rods, three feet, eight inches Rhineland measure and extending back to the lot which Capt. Abraham Staas owned and sold to the Lutheran Church; which said house and two lots with all that is fast by earth and nail the seller promises to deliver to the buyer within the next three days, free and unincumbered, excepting the lord's right; for which said house and two lots the buyer promises to pay to the seller or to his order one thousand guilders in good, whole, salable beaver skins, at eight guilders apiece, and in addition a new [181] serge apron for the seller's wife, said payment of one thousand guilders in beavers to be made in three instalments, the first shall be made on the last of next July of this year, to wit, fifty whole beavers; the second on the last of July 1673, thirty-seven and a half good, whole beavers; the third and last payment on the last of July 1674 likewise thirty-seven and a half beavers; and at the

last payment the seller promises to deliver to the buyer a good and sufficient deed of ownership. All that is hereinbefore written the said contracting parties promise to execute and perform, binding thereto their respective persons and properties, having and to have, submitting the same to the jurisdiction of all courts and judges. And in confirmation hereof they have with Pieter Lassingh and Jan Isaacksz, as witnesses hereto, subscribed this with their own hands in Albany, on the date above written.

JOCHEM BACKER
HENDRICK COYLER

John Isaacke
Pietter Piettersen Laszen

Contract of sale between Willem Teller and Johannes de Wandelaer of a house and lot in Albany

[182] On this 1st day of July 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, the Honorable Willem Teller of the one part and Johannes de Wandelaer of the other part, who hereby acknowledge that in all love and friendship they have agreed in manner following, to wit: Willem Teller acknowledges that he has sold and Johannes de Wandelaer that he has bought a house and lot here in Albany on the hill, in breadth in front on the street twenty-one feet, in length of the lot of Captain Backer and in breadth in the rear twenty feet Rhineland measure, together with an alley on the east side of said house, three feet wide, which shall remain a common alley and must be included in the said breadth of twenty-one feet, and in length as far as the alley extends; said alley lies between the houses which heretofore belonged to Jan Coster van Aecken, who conveyed the said sold lot to Willem Teller by deed of $\frac{6}{16}$ July 1668.[1] The aforesaid seller promises to deliver over the aforenamed house and lot to the buyer at once free and unincumbered (saving the lord's right) and the buyer promises to pay therefor to the seller or to his order a hundred and two good, whole, salable beaver skins and an otter in three [183] payments, to wit, the first of forty beavers in the month of September of this year; the second payment in the month of September 1673; the third payment in the last of the month of June 1674; the second payment being thirty-one whole beavers and the third payment thirty-one whole beavers and one otter; on condition that the seller

[1] See *Early Records of Albany*, 1:443–44.

on the receipt of the last payment shall be holden to deliver to the buyer a good and sufficient deed (saving the lord's right). And the buyer binds hereto not only the aforesaid house and lot, by way of mortgage, but also all his other property, present as well as future, subject to all lords, courts, tribunals and judges. And in confirmation hereof the said contracting parties with Claes Jacobsz van Rotterdam and Johannes de Vries, as witnesses hereto, have subscribed this with their own hands in Albany, the date above written.

WILLEM TELLER
JOHANNES DE WANDELAER

Claes Jacobse
Johan Frese

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Memorandum of survey of a lot granted to Claes Hendricksen[1]

Claes Hendricse is granted a lot to the north of Tomis Clabbort and to the south of Willem Bout, to the west of the wagon road; in breadth 4 rods and 11 feet, both front and rear, and in length 12 rods and 11 feet.

HARMEN BASTIAENS, surveyor
JAN ROELOFSEN, surveyor

Contract for the sale of a house and lot in Albany from Hendrick Willemsen to Stoffel Jansen Abeel

[184] On this 19th day of July 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afternamed witnesses, Heyndrick Willemsz of the one part and Stoffel Jansz Abeel[2] of the other part, who acknowledged that in all love and friendship they had agreed in manner following,

[1] This memorandum gives the dimensions of a lot for a house and garden in Beverwyck which was granted to Claes Hendricksen by the director general and council on September 15, 1657. It is written on a separate piece of paper which has been pasted in the margin of page 184, though it has no connection with the contract of sale recorded on that page. The memorandum is evidently of about the same date as the patent and may originally have been attached to the two deeds of March 15, 1661, from Willem Jansen Stoll (who married the widow of Claes Hendricksen) to Jan Barentsen Wemp and Claes Jansen van Rotterdam, each for one-half of the lot granted to Claes Hendricksen. See *Early Records of Albany,* 1:294, and *Dutch Patents,* HH, p. 92.

[2] In New York Hist. Society, *Collections,* 1892, 25:110, appears an abstract of the will of Stoffel Jansen Abeel and Heeltie, his wife, executed on December 4, 1678, before Adriaen van Ilpendam, which is not in this volume of *Notarial Papers.*

to wit: Heyndrick Willemsz acknowledges that he has sold and Stoffel Jansz Abeel that he has bought a certain house and lot standing and lying here in Albany between the house of Pieter Jacobsz Loockermans and the house of Hans Dreeper, and the seller promises to deliver the said house and lot with all that is fast therein by earth and nail at once to the buyer, free and unincumbered (reserving the lord's right); the buyer promises therefor to pay sixty-two good, whole, salable beaver skins in two payments, of which the first payment shall be made in this present month of July and the second or last payment in the month of July 1673; provided the seller shall be holden (on delivery of the last payment) to deliver to the buyer a good and sufficient deed of ownership. The aforesaid contracting parties mutually promise to perform and execute what is hereinbefore written, binding thereto their persons and estates, real and personal, present and future, submitting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation of this they have with Adriaen Gerritsz and Christiaen Pietersz as witnesses hereto subscribed this with their own hands, dated as above.

This is the mark X of Heyndrick Willemsz, made by himself
Stoffel Jansz Abeel

Adriaen Gerret[sen]
Christian Pieters

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Stoffel Jansen Abeel and Claes Jansen Stavast of a house and lot in Albany

[185 blank; 186] On this 27th day of July 1672 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Stoffel Jansz Abeel of the one part and Claes Jansz Stavast of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Stoffel Jansz Abeel acknowledges that he has sold and Claes Jansz that he has bought the house and lot, with all that is thereon fast by earth and nail, where the said seller now dwells and the seller promises on the last payment for said house and lot to deliver to the buyer a good and sufficient deed, according to patent and as the premises are at present inclosed free and unincumbered (saving the lord's right), excepting the lock on the

front door, three flat stones of the steps, six young apple trees and fully one-half of the gooseberry bushes; but for said lock the seller shall deliver to the buyer a good and suitable lock for the door; and the seller stipulates for himself two cherry trees and six young pear trees. But the seller promises to deliver said house and lot as aforesaid on the first of May 1673, with all the shelves in the shop and the counter, reserving a little case; and he promises to deliver at the said time the cellar floor in good and proper condition; for which the [187] buyer promises to pay ninety-three good, whole, salable beaver skins in the three following instalments: the first of which shall be made in the month of July 1673, the second in the month of July 1674, and the third or last payment in July 1675, without longer delay.

The aforesaid contracting parties promise (with God's help) to perform and execute what is above written under pledge of their respective persons and estates, real and personal, present and future, subject to all lords, courts, tribunals and judges.

In confirmation of which they have, with Adriaen Gerritsz and Gerrit Jansz as witnesses hereto, subscribed this with their own hands (without craft or guile), in Albany, dated as above.

Stoffel Jansz Abeel
C: J: Stauast

As witnesses:
Adriaen Gerretsen
G. J. Stauast

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of service of Elias van Ravensteyn to Robert Sanders, the smith

[188] On this 12th day of August 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afternamed witnesses, Robbert Sandersz of the one part and Elias van Ravensteyn of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Elias van Ravensteyn acknowledges that he has hired himself out to Robbert Sandersz from this aforesaid date to the 12th of May 1673 to do gunsmith and blacksmith work for him with all diligence and faithfulness, and if he happen to lose any days (in health) he promises for every day lost to serve three days additional, for which said nine months Robbert Sandersz promises to pay twenty good,

whole, salable beaver skins in addition to good proper food and drink, provided that Elias shall be holden to cook said food himself. The aforenamed contracting parties mutually promise (with God's help) to execute and perform the above under pledge of their persons and estates, personal and real, present and future, placing the same in subjection to all lords, courts, tribunals and judges. In witness whereof the aforesaid contracting parties have with Lucas Gerritsz, baker, and Richard Frisar, as witnesses hereto, subscribed this with their own hands, in Albany, dated as above.

ELIAS VAN RAUESTEYN
ROBBERT SANDERSZ

Luycas Gerryts, backer
Richard ffrizar [1]

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Stoffel Jansen Abeel and Pieter van Alen of a house and lot in Albany

[189 blank; 190] On this 26th of August 1672 appeared before me, Adriaen van Ilpendam, notary public, residing in New Albany, and before the afternamed witnesses, Stoffel Jansz Abeel of the one part and Pieter van Alen of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Stoffel Jansz Abeel acknowledges that he has sold to Pieter van Alen a house and lot standing and lying here in Albany on the hill, between the house of Jacob Sandersz and the house of Johannes Wendel; and the aforenamed seller delivers the same to said buyer now, the said house being drop free on both sides and the length according to patent, free and unincumbered (saving the lord's right), with all that is fast by earth and nail, the receipt of which the buyer hereby acknowledges and for which he promises to pay the seller sixty-seven good, whole, salable beaver skins in three instalments, of which the first shall be made next July 1673, the second in the month of July 1674, the third or last in the month of July 1675; and with the last payment the seller promises to deliver to the buyer a good and sufficient deed of ownership. The aforesaid contracting parties mutually bind hereto their respective persons and estates, personal and real, present and future, subject to all lords, courts, tribunals and judges.

[1] Richard Frazier? He died in England before August 14, 1677; see *Early Records of Albany,* 1:159.

In witness whereof they have, with Adriaen Gerritsz and Louwerens van Alen as witnesses hereto, (without craft or guile) subscribed this with their own hands, in Albany, dated as above.

STOFFEL JANSZ ABEEL
As witnesses: PIETER VAN ALEN
Adriaen Gerretsen
Lourus van Alen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Pieter Pietersen Rode to work for one year in Harmen van Gansevoort's brewery

[191 blank; 192] On this 26th day of December 1672 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afternamed witnesses, Harmen van Gansevoort of the first part and Pieter Roode of the second part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Pieter Roode acknowledges that he has hired himself out to said Gansevoort for the time of a whole year, to serve him with all diligence and faithfulness in the brewery here in Albany, to wit, in all the work that concerns the brewery; moreover said Roode shall be holden next year in harvest to help on the farm of said Gansevoort in Catskil and moreover to plow fourteen days on said farm in autumn; which said service shall begin the middle of next April 1673 and shall end in the middle of April 1674; but said Gansevoort promises to furnish a man to keep the books of the brewery to whom said Roode shall be bound faithfully to report every brewing; for which said service the servant (in addition to food and drink) shall receive twenty-five good, whole, salable beaver skins. The aforesaid contracting parties hereto bind their persons and estates, nothing excepted, subject to all courts and judges. In witness whereof they have without craft or guile subscribed this, in Albany, dated as above.

HARMEN HARMENS GANSEUORT
As witnesses: PYETTER PYETTERS RODE
Arnout cor: Vielen
This is the mark X of *Jan Cornelisz Vyselaer,* made with his own hand

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Claes Jansen van Bockhoven and Jan Mangelsen of land at Niskayuna

[193 blank; 194] On this 14th day of January 167$\frac{3}{4}$ appeared before me, Adriaen van Ilpendam, notary public residing in N: Albany, and before the underwritten witnesses, Claes Jansz van Boeckhooven[1] of the first part and Jan Mangelsz[2] of the second part, who acknowledge that in love and friendship they have agreed in manner following, to wit: Claes Jansz van Boeckhooven acknowledges that he has sold and Jan Mangelsz that he has bought a certain parcel of land situated at Canastagioene, comprising three morgens, extending from the kill of Ryck Claesz's[3] land to the land which the seller keeps for himself, to wit, to a hickory tree whose top is bent down, as has been pointed out to the buyer. The aforesaid distance is the breadth of the parcel and in length it extends backwards so as to contain the said three morgens, which said parcel is a portion of the land that the seller bought of Harmen Vedder and Barent Reyndersz,[4] and the seller delivers said land to the buyer now free and unincumbered (saving the lord's right); for which the buyer promises to pay every year three skipples of good winter wheat, excepting the two first years, which the buyer or his heirs must pay every year so long as the seller or his wife named Volckie Jans live, and after the death of the seller and his wife, then the buyer or his heirs shall own it; in addition to this, the buyer promises to make the fence and maintain it constantly in good repair, between said land and the seller's land. The aforesaid contracting parties mutually promise to execute and perform what is hereinbefore written under pledge of their persons and estates, nothing excepted, subject to all courts and judges. In confirmation of which they have subscribed this with their own hands without craft or guile, dated as above.

This is the mark X of CLAES JANSZ VAN BOECKHOOVEN, made with his own hand

JAN MANGELSZ

As witnesses:

This is the mark X of *Barent Pietersz*, made by himself

Mees Pietersz Hoogeboom

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] The same as Bockhoven.
[2] His descendants used the surname Roll.
[3] Ryck Claessen van Vranken.
[4] See contract of May 17, 1672, in this volume.

Contract of sale between John Conell and Evert Wendel of a house and lot in Albany

[195 blank; 196] On this 23d day of January 167$\frac{2}{3}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Jan Cornely of the first part and Evert Wendel of the second part, who in love and friendship are agreed in manner following, to wit: Jan Cornely acknowledges that he has sold and Evert Wendel that he has bought a certain house and lot standing and lying on the hill, between the house of Heyndrick Koster and the house of Harmen Bastiaensz, which said house and lot the seller now delivers to the buyer free and unincumbered (saving the lord's right) and promises in addition to furnish therein the chimney with shaft above the roof, next June of this year, free of cost. For which the buyer promises to pay fifty-four good, whole, salable beaver skins in two payments, the first of which shall be next July of this year being twenty-seven beavers, and the second payment shall be made in [197] the month of July 1674, or at latest in the beginning of August of each year. Hereto they mutually bind their persons and estates, nothing excepted, subject to all courts and judges. In confirmation hereof the contracting parties have mutually subscribed this with their own hands (without craft or guile) in Albany, dated as above.

N. B. The buyer has stipulated to pay rent no longer than to said purchase day.

JOHN CONELL
EVERT WENDEL

Maercelys Jansen
Ludouicus Cobes, Secre'y, testis
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Johannes de Wandelaer and Jan Hendricksen van Bael of a house and lot in Albany

[198] On this fourth day of February 167$\frac{2}{3}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afternamed witnesses, Johannes De Wandelaer of the first part and Jan Heyndericsz van Balen of the second part, who in love and friendship are agreed in manner following, to wit: Johannes De Wandelaer acknowledges that he has sold and Jan van Balen that he has bought a house and lot standing and lying here in Albany on the hill, which said house and lot the seller

bought of Willem Teller on the first of July 1672 and now delivers to said buyer, van Balen, free and unincumbered (saving the lord's right); the said house and lot are in breadth on the street twenty-one feet and in length to the lot of Captain Backer and in breadth in the rear twenty feet Rhineland measure, together with an alley on the east side of said house three feet wide, which shall remain a common alley and must be included in the said breadth of twenty-one feet and in the length as far as the alley extends; said alley lies between the houses which heretofore belonged to Jan Koster van Aecken, which said Jan Koster conveyed the said sold lot to Willem Teller by deed dated the $\frac{6}{16}$ July 1668. The seller promises to deliver therewith the bricks for the middle wall and to pay the mason for pointing up the pan tiles, for building the front gable, running up and pointing the [199] walls all around and making three piers under the house, provided that the buyer pay the helper and furnish his board as well as the mason's, for which the buyer promises to pay to the seller or his order one hundred and two good, whole, salable beaver skins, one otter and three ankers of rum, to wit, forty beavers and three ankers of rum at once, in the month of September 1673 thirty-one whole beavers and the last of the month of July 1674 thirty-one whole beavers and one otter; provided the seller be holden on receipt of the last payment to deliver to the buyer a good and sufficient deed of ownership (saving the lord's right). For which the buyer mortgages said house and lot and furthermore binds all his property, present and future, subject to all lords, courts, tribunals and judges, and in confirmation hereof the contracting parties, with Jacob Sandersz Glen and Meyndert Harmensz, as witnesses hereto, have subscribed this with their own hands, in Albany on the date above written.

JOHANNES DE WANDELAER
As witnesses: JAN HEND^X. VAN BAEL
Jacob Sanders Glen
Meyndert Harmensz
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a farm called the Klinckenbergh from Meyndert Fredericksen to Jan Helmesen

[200] On this 11th day of April 1673 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Meyndert Fredericsz of the one part and Jan Helmesz of the other part, who on this date

in love and friendship have contracted and agreed together in manner following, to wit: Meyndert Fredericsz acknowledges that he has let to Jan Helmesz his farm called Clinckenbergh[1], for the time of six consecutive years, beginning on the first of May of this year 1673 and ending on the first of May 1679; on condition that the lessor promise to deliver therewith four horses, to wit, two mares and a stallion and a gelding; five cows and a bull; four heifers and a bull calf; which the lessee shall have at halves, but shall be holden in the first place to deliver up again the delivered number of said cattle and then to apportion to each party the half of the increase, and for every milch cow to deliver to the lessor six pounds of butter yearly. And the lessor delivers therewith ten skipples of winter wheat in the ground for which the lessee promises to deliver again at the end of the lease in like manner ten skipples sowed in the ground. Furthermore, the lessee promises to deliver up the house and barn at the end of the lease wall and roof tight; and in case of fire (which may God prevent) the half of the loss shall be borne by each, but in case of general war the damage shall be at the charge of the lessor. Furthermore, whatever implements the lessor shall deliver to the lessee whether wagon, plow, harrow or other farm implements, the lessee shall be holden to deliver up at the end of the lease in good and usable condition, for which, in place of rent, the lessee promises next spring to inclose on the great flat as much land as possible. The aforenamed contracting parties promise (with the help of God) to execute and perform what is hereinbefore written, binding thereto their persons and estates, real and personal, present and [201] future, subject to all lords, courts, tribunals and judges. In confirmation hereof the contracting parties have, with Hans Dreeper and Helmerich Otten, called as witnesses hereto, subscribed this with their own hands on the date above written.

This is the mark X of MEYNDERT FREDERICSZ, made by himself
This is the mark X of JAN HELMESZ, made by himself

As witnesses:
Hans Dreper
Helmerich Otten

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] Klinkenberg, a little north of Four Mile point, in the town of Coxsackie, Greene county, N. Y.

Contract of sale between Jan Tyssen and Reyndert Adriaensen of a farm at Claverack

[202 and 203 blank; 204] On this 11th day of April 1673 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Jan Tysz of the first part and Reyndert Adriaensz of the second part who in all love and friendship have agreed with each other in manner following, to wit: Jan Tysz acknowledges that he has sold to Reyndert Adriaensz all the land and buildings, namely a little house, a little barn and all the palisades, and all the rights connected therewith which the seller has at the Cleverrack and he delivers the same now to the said buyer free and unincumbered (saving the lord's right and quitrent); on condition that the seller reserves for himself the seed that is at present in the ground and that he may thresh the same next winter in said little house or barn; for which said buyer promises to pay to the seller or to his order a hundred and sixty skipples of good winter wheat, to wit, in four payments, of which the first payment shall be due next March 1674, and so on every month of March from year to year, being every year forty skipples of wheat.

The aforesaid contracting parties hereto bind their persons and estates, real and personal, nothing excepted, subject to all courts and judges. In witness whereof the contracting parties, with Poulus Jurricsz and Albert Jansz Ryckman, called as witnesses hereto, have subscribed this with their own hands, in Albany, dated as above.

This is the mark X of JAN TYSZ, made by himself

This is the mark X of REYNDERT ADRIAENSZ, made with his own hand

As witnesses:

By me, *Poulus Jurcksen*

By me, *Albert Jansz Ryckman*

Which I witness,

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Hendrick Martensen Beeckman to saw in the mill at Bethlehem

[205 and 206 blank; 207] On this 20th day of May 1673 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Albert Jansz Ryckman of the first part and Heyndrick Maertensz Beeckman of the second part, who hereby acknowledge that in all love

and friendship they have agreed in manner following, to wit: Heyndrick Maersz Beeckman acknowledges that he has undertaken to saw in the mill at Bethlehem[1] for the term of a whole year beginning on the first of June of this year and ending on the first of June 1674, and promises to lose no time (when in health) when there is sufficient water for sawing at said mill (the sawyer promises to keep a man with him two months next spring so as to be able to saw day and night, but Albert must provide the man with board) on condition that Albert Jansz Ryckman must not fail to provide good logs there constantly and maintain the mill in good running repair all the time as far as he shall be able. For which Albert Jansz promises to pay to said sawyer or to let him have a just fourth part of all that is sawed, whether thick or thin, good or bad boards, whatever it may be (except the slabs), and in addition said sawyer shall receive free board during said sawing time; but the sawyer expressly stipulates that he may help Maerten Gerritsz next harvest. All that is hereinbefore written the said contracting parties promise to execute and perform, binding thereto their persons and estates, having and to have, nothing excepted, subject to all courts and judges. In witness whereof they have subscribed this with their own hands in presence of Hans Dreeper and Evert Jansz as trustworthy witnesses, in Albany, on the date above written.

Albert Jansz Ryckman
Hendrick Martenens[2] Beeckman

Hans Dreper, witness
Evert Janse

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Hans Carelsen and Hendrick Gerritsen Vermeulen of a lot in Albany

[208] On this 30th day of May 1673 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, Hans Carelsz Noorman[3] of the first part and Hendrick Gerritsen Vermeulen of the second part, who in love and friendship have agreed in manner following, to wit: Hans Carelsz acknowledges that he has sold and Hendrick Gerritsz

[1] The mill on the Bethlehem's kill, now the Normans kill, belonging to Eldert Gerbertsen Cruyff, for whom Albert Jansen Ryckman acted as attorney.
[2] Thus in the original: probably a mistake for Martens.
[3] Hans Carelsen Toll from Langesont, or Langesund, in Norway.

that he has bought a certain lot lying here in Albany on the slope of the hill [1] near the Plein, between Casper Jacobsz [2] and the first kill or Rutten kill, in length and breadth as said lot has been inclosed and as it was first obtained or bought by Pieter Winne from the honorable magistrates, it having been sold by said Pieter Winne to Frans Pietersz Claeuw and Cornelis Woutersz and thereafter sold and delivered by Frans Pietersz Claeuw to said Hans Carelsz. The aforesaid seller delivers said lot to said buyer now, free and unincumbered (saving the lord's right), for which the buyer promises to pay to the seller three good, whole, salable beaver skins in the month of August next, on condition that the seller be holden to deliver to the buyer a good and sufficient deed of ownership on the delivery of the last payment, but the buyer shall pay the expenses thereof as well as of this bill of sale. The aforenamed contracting parties mutually promise to perform and execute the aforesaid terms of this contract under pledge of their persons and estates, real and personal, having and to have, subject to all courts and judges. In witness whereof they have interchangeably subscribed this with their own hands in Albany, on the date above written.

HANS CARL
HEINDERCK GEIRTS

Storm vander Zee, as witness
Claes Jansz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Gerrit Slichtenhorst and Jacob Abrahamsen Kuyper of a lot in Albany

[209 blank; 210] On this 22d day of July 1673 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, the worthy Gerrit Slichtenhorst of the first part and Jacob Abrahamsz Kuyper of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: Said Mr Gerrit Slichtenhorst acknowledges that he has sold to Jacob Abrahamsz a certain piece of a lot lying here in Albany on the east side of the aforenamed seller's lot and on the west side of the present buyer's lot, in breadth on the street on the south side fifteen wood feet, beginning one foot from the buyer's house and in the rear on the north side

[1] *aent hanghen vant geberghte.*
[2] Casper Jacobsen Halenbeck.

seventeen or eighteen of said feet, one foot more or less, coming to the fourth post which is marked with a cut of the ax, and said lot is as long as the breadth of said seller's lot; which aforenamed lot the seller promises to deliver to the buyer free and unincumbered (saving the lord's right) in the latter part of next month of September, but the seller stipulates to reserve an apple tree which stands next the buyer's house; for which the buyer promises to pay the seller or his order fifteen good, whole, salable beaver skins at eight guilders apiece, to wit, in the month of July 1674 ten whole beavers, and the remaining five beavers in the month of July 1675. Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and in confirmation thereof they have subscribed this with their own hands, in Albany, dated as above.

GERRIT VAN SLICHTENHORRST
JACOP ABRAHAMSEN

As witnesses:
Jacob Sanders Glen
Dirck Hesselingh

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of Madam Van Curler's island to Barent Pietersen Coeymans

[211 blank; 212] On this 22d day of August 1673, new style, appeared before me, Adriaen van Ilpendam, notary public admitted by the honorable magistrates of Fort Orange, colony of Renselaerswyck and Schanechtade and the district thereof, the Honorable Mr Willem Beeckman and Mr Jan Verbeeck of the one part and Barent Pietersz Koemans of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Mr Beeckman and Mr Verbeeck, as attorneys for Madam Curler [1] and in her name, acknowledge that they have let to Barent Koemans, who also acknowledges that he has hired, a certain island lying to the south of the farm of Philip Schuyler and to the north of the farm of Mr Renselaer, which said island is leased to said Barent and Claes van Boeckhooven till the 16th of May 1674, and is now let by the said attorneys to the said lessee for the term of six consecutive years, beginning from the 16th of May 1674 and ending on the 16th of

[1] Antonia Slachboom, the widow of Arent van Curler.

May 1680, for which the lessee promises to pay as rent yearly one hundred and seventy guilders in seawan or the value thereof. Hereto the said contracting parties (in their capacity aforesaid) bind their persons and estates, nothing excepted, subject to all courts and judges. In witness whereof said contracting parties have with me, the notary, subscribed this with their own hands, on the date above written.

WILH: BEECKMAN
JAN VERBEECK
This is the mark X of BARENT PIETERSZ KOEMANS, made with his own hand

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house on the hill in Albany from Johannes de Wandelaer to Symon Volckertsen Veeder

[213 blank; 214] On this 27th day of November 1673, new style, appeared before me, Adriaen van Ilpendam, notary public (residing in Willemstadt[1]), Johannes De Wandelaer of the one part and Simon Volckersz of the other part, who acknowledge that in all love and friendship they have agreed in manner following, to wit: The aforesaid Johannes de Wandelaer acknowledges that he has let to the aforenamed Simon Volckersz a certain house on the hill here in Willemstadt, which shall stand on the north side of the lessor's house and shall be in breadth fifteen wood feet and in length fifteen or twenty feet, and he promises to deliver it complete and ready on the first of May 1674, with a bakeoven therein, in which a *mudde* of flour can be baked at one time; likewise a cellar therein of ten feet square, but the floor in the garret is to be laid next autumn; for the term of three following years beginning on the first of May 1674 and ending on the first of May 1677; for which aforesaid term of three years the lessee promises to pay thirty-four good, whole, salable beaver skins, to wit, in three payments, of which the first, a just third part, must be paid before winter in the first year of the lease 1674; the second before winter in the year 1675; and the third or last in the year 1676 also before winter. Hereto the said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have, in presence of

[1] The Dutch name given to Albany at the time of the reoccupation of the province of New York by the Dutch in 1673.

me, the notary, (without craft or guile) subscribed this with their own hands in Willemstadt, dated as above.

JOHANNES DE WANDELAER
This is the mark X of SYMON VOLCKERSZ, made by himself
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of partnership between John Conell and Douwe Jellissen Fonda to sell liquor to the Indians

[215 blank; 216] On this 15th day of May 1674, new style, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany in America, Douwe Jellisz Fonda of the one part and Jan Corneel of the other part, who in love and friendship have agreed in manner following, to wit: Said contracting parties agree to trade together for four months from the date hereof, on condition that Douwe Jellisz shall furnish all the distilled liquor fit to be sold to the Indians at four beavers the anker and that Jan Corneel shall be freed from the great excise; that from the payment for the consumed or sold liquor the said Douwe Jellisz shall first of all receive so much as he has put in and that Jan Corneel may offer no other liquor for sale; that thereafter they shall divide the balance, that is, the profits of [the trade], each receiving the just half. It is also provided that if the said partners shall trade in any other wares or merchandise, they shall equally bear the expense and equally divide the gains thereof. The foregoing the said contracting parties promise to execute and to perform, binding thereto their persons and estates, personal and real, present and future, subject to all lords, courts, tribunals and judges, in confirmation of which they have, in presence of me, the notary, subscribed this with their own hands, in Willemstadt, dated as above.

DOUWE JELLISZ FONDA
JOHN CONELL
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a house and lot at New York from Hans Hendricksen and Johannes Wendel to Hendrick Jellissen Myer

[217 blank; 218] On this 20th day of July 1674 appeared before me, Adriaen van Ilpendam, notary public residing in Willemstadt,

Hans Heyndricsz and Heyndrick Jellisz and Johannes Wendel, who hereby acknowledge that in all love and friendship they have agreed in manner following, to wit: Hans Heyndricsz and Johannes Wendel acknowledge that they have sold and Heyndrick Jellisz that he has bought a certain house and lot standing and lying in the city of Nieuw Orangie[1] in the *Parel straet,*[2] between the house of the widow of Egbert van Borsum and the house or lot of the late Jan Jansz Schepmoes,[3] which said house and lot the aforesaid sellers deliver immediately to said buyer, free and unincumbered, with all the privileges according to the patent (saving the lord's right), and which the buyer now receives. For which the buyer promises to pay to the sellers the sum of ninety-five good, whole, merchantable beaver skins, to be paid at Nieuw Orangie, but the buyer may pay the same in good wheat at market price, in three instalments, the first payment to be made in the latter part of the month of October of this year 1674, the second payment in the latter part of October 1675, and the third or last payment in the latter part of October 1676; but on the express condition that the buyer may retain one-third of every payment, because there is coming to him a just third part thereof by way of inheritance from his father.

Said contracting parties mutually promise to perform and execute the terms of the above contract, binding thereto their respective persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (with the undersigned witnesses) without craft or guile, subscribed this with their own hands, in Willemstadt, dated as above.

HENDRICK JELLISZ MYER
HANS HEI[N]DRICSZ
JOHANNES WENDEL

As witnesses:
Hendrick Bries
Barent Meyndersz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] New Orange, the name given to New York at the time of the reoccupation by the Dutch in 1673.

[2] Pearl street. The deed for this property, dated July 25, 1676, is in *Early Records of Albany,* 1:130–31.

[3] Apparently referring to the elder Jan Jansen Schepmoes, who died before October 1656, when his widow, Sara Pieters, married William Couck, or Cook. The deed of July 25, 1676, seems to refer to a son by the same name who must have died shortly before January 20, 169⅞ when letters of administration on his estate were granted by Gov. Jacob Leisler. See New York Hist. Society, *Collections,* 1892, 25:161.

Bill of sale of one-half of the sloop de Haen from Maria Bayards to Pieter Meessen Vrooman

[219 blank; 220] On this 28th day of July 1674 appeared before me, Adriaen van Ilpendam, notary public residing in Willemstadt, and before the hereinafter named witnesses, Maria Beyarts, wife and attorney for her husband Mr Balthasar Beyarts,[1] of the one part and Pieter Meesz Vrooman of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Maria Beyarts acknowledges that she has sold and Pieter Meesz Vrooman that he has bought half a sloop named *de Haen*,[2] which now rides at anchor here before Willemstadt with all its appurtenances according to the conditions of the inventory read here yesterday at public sale and which can be seen at the vendue master's, which the seller now delivers to the buyer free and unincumbered, and which the buyer hereby accepts. For which said buyer promises to pay to the seller or her order the sum of five hundred and eight guilders in good, whole, salable beaver skins, or in good winter wheat at five skipples the beaver, in two instalments, to wit, the first payment shall be made within three days from now, and it is stipulated that the same shall be two hundred guilders in beavers; the second payment (being the last) shall be made in April 1675, which is three hundred and eight guilders in beavers. The aforesaid contracting parties mutually promise to execute and perform the aforesaid conditions, binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges; and in confirmation thereof they have, with Johannes Clute and Andries Teller (as principals and sureties and witnesses of the same) subscribed this with their own hands, dated as above.

MARIA BAYARS
PIETER MEES VROOMAN

As principals, sureties and witnesses:
Johanns Clute
A. Teller *Quod attestor*
ADRIAEN VAN ILPENDAM, *Not. Pub.*

I, the undersigned Maritie Bayarts, acknowledge that I am honestly paid the contents of this and thank Pieter Meesz for his good payment. Albany, July 6, 1678.

MARIA BAYARS

In my presence,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] Balthazar Bayard, a nephew of Director General Peter Stuyvesant. His wife was a daughter of Govert Loockermans.
[2] The Cock.

Contract of sale of land at Kinderhook from Jannetje Donckes, widow of Thomas Powell, to Andries Hansen Scherp

[221 blank; 222] On this 20th day of September 1674 appeared before me, Adriaen van Ilpendam, notary public (residing in Willemstadt), Jannetie Donckes, widow of the late Thomas Poul,[1] of the one part, and Andries Hansz Scherp, of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Jannetie Donckes acknowledges that she has sold and Andries Hansz Scherp that he has bought all the woodland at the Kinderhoeck, to wit, on the south side of the path, which Thomas Poul possessed, and as he, Andries Hansz, heretofore bought also the woodland of said Thomas Poul on the north side of the said path, the aforesaid land, to wit, the woodland as well on the north as on the south side of Thomas Poul, shall belong to him in full so soon as he shall have paid for the same to the widow of Thomas Poul, excepting a little piece of woodland which is said to belong to Frans Pietersz Claeuw, which lies off from said land about a quarter of an hour's journey and is included also in the patent of Thomas Poul. For which aforesaid woodland on the south side of the path, the aforenamed Andries Hansz promises to pay to Jannetie Donckes, or her order, the sum of twenty good, whole, salable beaver skins, or in good winter wheat at market price, to be delivered here in Willemstadt free, in the three following instalments, of which the first payment shall be made in the month of September 1675, being a just third part; the second payment in the month of September 1676; and the third and last payment in the month of September 1677. The said seller delivers said land to the buyer now free and unincumbered (saving the lord's right), which the buyer accepts and so soon as the last payment shall be made, the seller is holden to deliver to the buyer a good and sufficient deed of ownership. The aforenamed contracting parties mutually promise to execute and perform the above contract, mutually binding thereto their respective persons and estates, having and to have, subject to all lords, courts, tribunals and judges. In confirmation whereof they have with the undersigned witnesses

[1] Thomas Powell.

subscribed this with their own hands in Willemstadt, dated as above.

This is the mark + of JANNETIE DONCKES, made by herself
This is the mark A H of ANDRIES HANSZ, made by himself

As witnesses:
Jacob Theysen
G. Swartt

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of service of Johanna Hans, daughter of the late Hans Coenraetsen, to Richard Pretty and his wife

[223 blank; 224] On this 30th day of September 1674 appeared before me, Adriaen van Ilpendam, notary public residing in Willemstadt in America, and before the afternamed witnesses, Barentie Stratsmans, late wife of Hans Coenraetsz, baker, deceased, and now married to Jacob Jansz Gardenier, of the one part, and Richard Pretty and his wife Elisabeth Pretty,[1] of the other part, who in love and friendship are agreed in manner following, to wit: Said Barentie Straetsmans acknowledges that she has hired (to said Richard Pretty and his aforenamed wife) her daughter, named Johanna Hans's daughter, from this date, for the time of eight following years; the said daughter is now over eight years old and said employers promise to bring up said girl (during said eight years) in the fear of the Lord as if she were their own child, to teach her to read, to keep her in clothing, as well woolen as linen, and when the eight years are up, they shall be holden to fit out said young daughter with a new black grosgrained mantle and a black apron, a new skirt, three new chemises, three new aprons, a pair of new shoes and a pair of new stockings and furthermore other trifles which may be needful for her body, together with her old clothes which she then may have; and the aforesaid mother of this aforenamed girl promises that this girl (with the help of God Almighty) shall serve out the aforesaid time with all diligence and faithfulness and that said employers shall be to her as a father and a mother and have the right to properly punish her for wrongdoing and disobedience, giving them full power to do so and trusting them to do all that is good; but if said employers

[1] The name Stridles is erased and Pretty is written above it.

happen to move out of this place the above-written conditions shall be at an end, unless it be [225] that said mother and young daughter have the consent of said employers [to continue the service], but if the employers should happen to depart and the said mother and girl not be minded to go with them, then the said girl shall be satisfied with her clothing, woolen as well as linen, which she shall then have for her body or which may have been given to her, unless anything extra were presented to her of the employers' own free will and discretion. Likewise, the mother leaves it to the discretion of the employers, if the girl serves out her term, to make her a present over and above of what is hereinbefore stipulated. The foregoing the said contracting parties promise with the help of God Almighty to execute and perform without doing or causing anything to be done contrary hereto in any manner, binding thereto their respective persons and estates, present and future, subject to all lords, courts, tribunals and judges. In confirmation of which they have, with Teunis Spitsenberg[1] and Jan Harmensz Backer as witnesses hereto, subscribed this without fraud or deceit, in Willemstadt, dated as above.

This is the mark B S of BARENTIE STRAETSMANS, made by herself
This is the mark E P of ELISABETH PRETTY, made by herself

As witnesses:
Teunis Cornelisze
Jan Harmensz Backer
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale from Johannes Provoost and Johannes Kip, attorneys of Abraham Jansen, to Jacob Loockermans of one-half the sloop Salamander

[226] On this second day of October 1674 appeared before me, Adriaen van Ilpendam, notary public residing in Willemstadt in America, and before the undersigned witnesses, the Honorable Secretary Johannes Provoost and Johannes Kip, both attorneys for Abraham Jansz Timmerman, of the one part, and the worthy Jacob Loockermans, of the other part, who hereby acknowledge that they have agreed in all love and friendship in manner following, to wit: The aforesaid attorneys acknowledge that they have sold and Jacob Loockermans that he has bought the half of the

[1] Teunis Cornelissen van der Poel.

sloop (named the *Salamander*) which is at present sailed in partnership with Harmanus van Borsum, and they promise to deliver the same to the buyer free and unincumbered with boat, sails, rigging, anchor, cables and all other appurtenances that are now with the same, so soon as said buyer shall have arrived in Nieuw Orangie; for which the buyer promises to pay to the attorneys, or to Abraham Jansz Timmerman, or his order, the value of one hundred and thirty good, whole, salable beaver skins, to wit, next spring eighty beavers in good winter wheat at five skipples a beaver to be delivered here in Willemstadt and the remaining fifty beavers to be paid next year 1675, in the trading season. Said contracting parties mutually promise to execute and perform what is hereinbefore written, binding thereto their respective persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have, with Arnout Cornelisz Vylen and Heyndrick Bries as witnesses hereto, subscribed this with their own hands, in Willemstadt, *datum ut supra.*

JOHANNES PROVOOST
JOHANNIS KIP
JACOB LOKERMANS

As witnesses:
Arnout Cor: Viele
Hendrick Bries

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bond of William Nottingham to the heirs of Thomas Willett, deceased

[227 blank; 228] On this 11th day of October 1674 appeared before me, Adriaen van Ilpendam, notary public residing in Willemstadt, and before the undersigned witnesses, William Nottingham, who hereby acknowledges that he was well and truly indebted to the late Mr Thomas Willet in the sum of three hundred and fifty-seven guilders in beavers, growing out of certain merchandise, the receipt whereof to his satisfaction the said William Nottingham acknowledges, promising to pay said sum of three hundred and fifty-seven guilders in good, merchantable beavers at eight guilders apiece to John Saffin, son-in-law of said Thomas Willet, deceased, as heir and attorney for the other heirs of Thomas Willet, deceased, at the first opportunity, without delay, to said John Saffin, or his

order; for which said sum William Nottingham gave an obligation to the late Thomas Willet on the 29th of September 1673. William Nottingham binds hereto his person and especially his small house wherein he now dwells, with the lot thereof, standing and lying on the west side of his large house here in Willemstadt, and furthermore generally his large house and all his other property, real and personal, present and future, subject to the jurisdiction of all lords, courts, tribunals and judges. In confirmation of which he has signed this with his own hand, together with Richard Pretty and William Lofferys, in Willemstadt, *datum ut supra.*

Wm. Nottingham

Richard Pretty
William Loueridge

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Bond of Volckertje Pieters, widow of Gerrit Jansen Stavast, to John Saffin

[229 blank; 230] On this 15th day of October 1674 appeared before me, Adriaen van Ilpendam, notary public residing in Willemstadt, and before the undersigned witnesses, Volckie Pieters, widow of the late Gerrit Jansz Stavast, who hereby acknowledges that she is honestly indebted to John Saffin in the sum of four hundred and forty-four guilders in beavers, growing out of certain wares, the receipt of which to her content she acknowledges, and promises to pay said sum at once to said John Saffin, or his order, to wit, the half in good winter wheat at five skipples the beaver, to be delivered at her expense on board here before Willemstadt, and the other half she promises to pay to the aforesaid John Saffin, or to his order, in good, whole, merchantable beaver skins at eight guilders apiece, but she promises that there shall be three good heavy beavers among them which shall not be reckoned more than eight guilders each. Hereto she binds her person and estate, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which she has, in presence of these undersigned witnesses, subscribed this with her own hand in Willemstadt, dated as above.

Folckerten Pieters

William Loueridge
Richard: Pretty

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Jack Nack and Jan Vinhaeghen of a house and lot in Willemstadt (Albany)

[231 blank; 232] On this 19th day of October 1674 appeared before me, Adriaen van Ilpendam, notary public (residing in Willemstadt in America) and before the undersigned witnesses, the worthy Johannes Nack and the worthy Jan Fynhaghen, who acknowledge hereby that in all love and friendship they have agreed in manner following, to wit: Johannes Nack acknowledges that he has sold and Jan Fynaghen that he has bought a certain house and lot, standing and lying here within this town where the said seller now dwells, with all that is fast by earth and nail and as the lot is now in fence, which said seller promises to deliver to said buyer within the next fourteen days from now free and unincumbered (excepting the lord's right); for which the aforenamed buyer promises to pay to the seller the sum of one hundred and thirty-five good, whole, salable beaver skins, to wit, in two payments, the first of which payments shall be made in the month of May 1675, and the second in the month of June 1676, and on the last payment the seller promises to deliver to the said buyer a good and sufficient deed of ownership. The aforesaid contracting parties promise to perform and execute what is hereinbefore written, binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. And in confirmation hereof Heyndricus Cuyler and Johannes de Wandelaer become sureties and co-principals for the aforesaid matter and have subscribed this without craft or guile; dated as above.

JAN NACK
JAN VINHAEGHEN

Hendrick Coyler
Johannes de Wandelaer

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a shed from Johannes de Wandelaer to Jan Nack

[233 blank; 234] On this 19th day of October 1674 appeared before me, Adriaen van Ilpendam, notary public (residing in Willemstadt), and before the afterwritten witnesses, the worthy Johannes van Nack and Johannes De Wandelaer, who hereby acknowledge that in all love and friendship they have agreed in manner following, to wit: Johannes de Wandelaer acknowledges that he has let and Johannes van Nack that he has hired a certain

shed or lean-to on the east side of said Wandelaer's house for the time of two following years, beginning with the first of May 1675 and ending with the first of May 1677; for which the lessee promises to pay the lessor a yearly rent of seven good, whole, salable beaver skins, to be paid without fail every year to the lessor. But it is stipulated that in case said lessee please to keep said shed or lean-to under lease one year after the date aforesaid, he shall not pay for the third year more than six beavers. The contracting parties promise to execute and perform what is hereinbefore written under pledge of their respective persons and estates, subject to all lords, courts, tribunals and judges. And in confirmation hereof they have subscribed this with their own hands, dated as above.

JOHANNES DE WANDELAER
JAN NACK

As witnesses:
Jan Vinhaeghen
Claes Rust

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of half a saw mill from Lucas Pietersen to Andries Abertsen Bratt

[235 blank; 236] On this 29th day of October 1674 appeared before me, Adriaen van Ilpendam, notary public (residing in Willemstadt in America), and before the underwritten witnesses, Lucas Pietersz of the one part and Andries Albertsz Brat of the other part, who in all love and friendship are agreed in manner following, to wit: Lucas Pietersz acknowledges that he has made over to Andries Brat the half of his sawmill, which said Lucas Pietersz and Jan Cornelisz Vyselaer own together, furthermore the house and garden and all the rights which he has in and to the sawmill for the time of one year, beginning on the 8th of December of this year 1674 and ending on the 8th of December 1675; furthermore Lucas Pietersz shall deliver therewith to Andries Albertsz Brat a milch cow which shall be at the risk of them both, and a sow for which at the end of said time a like sow must be delivered, but the milch cow shall remain the property of Lucas Pietersz. Furthermore, Lucas Pietersz shall be holden with Jan Cornelisz Vyselaer each to bear half of the expenses of the mill, but whatever assistance Andries Brat can render therein, he shall do in connection with Jan Vyselaer. The half of the logs which on the 8th of

December 1674 shall be at or about the mill, Andries Albertsz Brat shall have. Furthermore, Andries Albertsz promises to pay for the aforesaid possession to Lucas Pietersz or his order five hundred good, salable inch pine deals, and pay the same on the last of May or beginning of June 1675; if at the end of the time some logs remain over Lucas Pietersz is holden to pay Andries Brat the value thereof. The aforesaid contracting parties promise to perform and execute the foregoing contract under pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this without craft or guile, dated as above.

Lucas Pietersz
This is the mark AB of Andries Albertsz Brat, made by himself

As witnesses:
Storm vander Zee
Jurriaen Jansen van Hoesen
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Bill of sale of one-half of the sloop de Haen from Pieter Meessen Vrooman to Gerrit Reyersen

[237 blank; 238] On the 7th day of November 1674 appeared before me, Adriaen van Ilpendam, notary public (residing in Willemstadt in America), and before the underwritten witnesses, Pieter Meesz Vrooman of the one part and Gerrit Reyersz of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Pieter Meesz Vrooman acknowledges that he has sold and Gerrit Reyersz that he has bought half a sloop named the *de Haen* (the Cock), which is now lying here in the river before this place with all her appurtenances, as said Pieter Meese bought the same of Maria Beyarts on the 28th of July of this year, and further delivers therewith to the buyer a cable; which aforenamed sloop the seller now delivers to said buyer, free and unincumbered; for which the buyer promises to pay the seller or his order the sum of seventy-seven good, whole, salable beaver skins and a half, to wit, thirty whole beavers this present autumn and the remaining forty-seven whole beavers and a half in the month of July 1675.

Hereto said contracting parties bind their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this

with their own hands, without craft or guile. In Willemstadt, dated as above.

PIETER MESSEN VROOMAN
GERRIT REYERSEN

As witnesses:
Henderick vande Water
Claas Locq

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

I, the undersigned Pieter Meesz Vrooman, acknowledge that I have been honestly paid the contents of this and thank Gerrit Reyersz for good payment. Albany, the 6th of July 1678.

PIETER MESSEN VROOMAN

In my presence,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of Françoys Pietersen Winne to Rutger Arentsen, shoemaker

[239 blank; 240] On this 9th day of December 1674, old style, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, the worthy Pieter Winne of the one part and Rutgert Arentsz, shoemaker, of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Pieter Winne acknowledges that he has apprenticed to Rutgert Arentsz his son named Françoys Pietersz Winne, aged about fifteen years, to learn the shoemaker's trade (as far as practicable) for the term of four consecutive years beginning from the first of October of this year 1674, and said master promises during the said term to furnish said boy with proper food and clothing, after the manner of burghers, but the father promises to pay for the making of the clothes, both woolen and linen, provided the master pay for the materials, the father promising to have the clothes of said son mended and kept in repair at his own expense and to have his linen washed. On which conditions the said son promises to serve said master with all diligence and faithfulness as well in the shoemaking business as in all other work in which the master may need him, and all winter the master promises to grant him time to go to school every evening, provided the father pay the tuition. And when the aforesaid four years shall have expired the master promises to fit out said boy burgher wise with a workaday and a Sunday suit of clothes and linen to correspond, and the master

promises that said boy may help his father three weeks every year in the harvest. The foregoing, the aforesaid contracting parties promise (with God's help) to execute and to perform, binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands, in New Albany, dated as above.

Pieter Winne
Ruger Arentzen
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of Jonas Bogardus to work as a tailor for Arent van den Bergh and Roeloff Jansen, master tailors

[241 blank; 242] On this 24th day of December 1674, old style, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Jonas Bogardus of the one part and Arent van den Bergh and Roeloff Jansz of the other part, who hereby acknowledge that in all love and friendship they have agreed in manner following, to wit: Jonas Bogardus acknowledges that he has hired himself to the aforenamed master tailors to serve them in the tailor's trade with all faithfulness and diligence to his best knowledge for the period of four consecutive months beginning on the 2d of January 1675, 2 or 3 days more or less, and the helper stipulates that if he in the meantime wishes to go to the Esopus for eight or ten days the masters will not deny it him, provided he afterwards make up the time of his journey and any other days he may happen to lose; for which the aforesaid masters promise to pay him for the four following months in addition to his board the sum of ten good, whole, salable beaver skins, to be paid monthly *pro rata,* if the helper ask it; but the masters can pay it in good wheat or seawan at beaver's price. Hereto the contracting parties bind their persons and properties, nothing excepted, subject to all courts and judges, and in confirmation hereof they have subscribed this with their own hands, in Albany, dated as above.

Jonas Bogardus
This is the mark AB of Arent van den Bergh, made by himself
Roeloff Jansen

As witnesses:
Maes Cornelysz
Jan Peeck

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a house in Albany from Arnout Cornelissen Viele to John Conell

[243 blank; 244] On this 12th day of January 1675 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Aernout Cornelisz Vylen of the one part and Jan Cornely of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Aernout Cornelisz acknowledges that he has let and Jan Corneel that he has hired a certain house and lot, standing and lying here in Albany between the house where Sheriff Swart now dwells and the house of Jacobus van Vorst, for the time of the next fifteen months, beginning with the first of next February and ending with the first of May 1676; but on the express condition that if Aernout Cornelisz remain longer in the house (where he at present dwells) than the first of May 1676, said lessee, Jan Corneel, shall be holden to lease the said house for three consecutive years, to wit, from the first of February 1675 to the first of February 1678; and he promises to pay to said lessor or his order seventy-six guilders yearly as rent, in good, whole, salable beaver skins or the value thereof in good winter wheat or seawan, at market price, as the market shall then be; to be paid every half year punctually, provided the lessor promise to put the house in proper repair and have an oven made near the house and deliver the house window and roof tight; but the lessee remains holden to deliver up the house again to the lessor at the end of the lease window tight at his own expense. The aforesaid contracting parties mutually promise to execute and perform the above terms, under pledge of their respective persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation hereof they have subscribed this with their own hands in Albany, dated as above.

Arnout Cornelis Viele
John Conell

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of Harmen Bastiaensen to build a barn at Kinderhook for Jan Maertensen

[245 blank; 246] On this 8th day of February 167$\frac{4}{5}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afterwritten witnesses, Harmen Bastiaensz

of the one part, and Jan Maertensz of the other part, who in love and friendship are agreed in manner following, to wit: Harmen Bastiaensz acknowledges that he has undertaken to build for Jan Maertensz at Kinderhoeck a barn fifty feet long and twenty-six feet wide, with an extension[1] on each side, ten feet deep and running the full length of the barn, and at each end a gable with sloping peak; furthermore to make in said barn five bents with five loft beams, of which five bents three are to have brackets, a double door at the front end of the barn and one door in each of the extensions, a horse manger forty feet long and all the inside work that belongs to a barn, except the floor, and properly to put on the rafters of the roof. The contractor promises to begin to work thereon next March of this year and not to stop before the work shall be completed. The employer promises to furnish the contractor with a man for one month to help rough-hew the timber; furthermore the employer shall provide all the materials so that the contractor shall not wait for them, and when the work is completed, the employer promises to pay to the contractor for the work done thirty-one good, whole, salable beaver skins, or wheat or other wares at market price, with which, if they suit him the contractor is to be content: but on condition that he shall give the contractor in hand three *mudde* of wheat so soon as he begins the work, to be deducted from the aforesaid stipulated sum, and furthermore pay the half next harvest, and the remainder next winter. The aforesaid contracting parties mutually promise to execute and perform the aforesaid conditions, binding thereto their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands, in Albany, dated as above.

Ha[r]men Bastiaen[s]
This is the mark + of Jan Maertensz, made by himself

As witnesses:
Hendrick Rooseboom
Roloef Jansen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a house and lot in Albany from the attorneys of Maritie van Alen to Johannes Wendel

[247] On this 15th day of March $167\frac{4}{5}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and

[1] *Uytlaet,* meaning a space for bays and stalls.

before the underwritten witnesses, Mr Andries Teller and Louwerens van Alen, both attorneys for Marytie van Alen, widow of the late Pieter van Alen, of the first part, and Johannes Wendel, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said attorneys acknowledge that they have sold and Johannes Wendel that he has bought a house and lot standing and lying here in Albany on the hill, between the house of Jacob Sandersz Glen and the house of the aforesaid buyer, Johannes Wendel, and said attorneys deliver said house drop free, and the lot in length according to the patent and that free and unincumbered as Stoffel Jansz Abeel sold said house and lot to the late Pieter van Alen on the 26th of August 1672 (saving the lord's right), with all that is fast thereon by earth or nail, the receipt of which the buyer hereby acknowledges. For which the buyer promises to pay said attorneys or their order the sum of sixty-nine good, whole, salable and merchantable beaver skins, to wit, in two payments, of which the first shall be made next July 1675, to wit, forty whole beavers, and the second and last payment shall be made in the month of July 1676, twenty-nine whole beavers, and on the last payment said attorneys promise to deliver to the buyer a good and sufficient deed of ownership. Said contracting parties mutually bind hereto their respective persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which said contracting parties, with Heyndrick Kuyler and Jacob Sandersz Glen as witnesses hereto, have subscribed this with their own hands, in Albany, on the date above written.

A. Teller
Lourus van Alen
Johannes Wendel

As witnesses:
Hendrick Coyler
Jacob Sandersz Glen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a piece of land at Claverack from Gerrit Slichtenhorst to Dirck and Johannes Bensem

[248 and 249 blank; 250] On this 19th day of April 1675 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany) and before the afternamed witnesses, Mr Gerrit Slichtenhorst of the one part and Dirck Bentsingh with his brother

Johannes Bentsingh of the other part, who hereby acknowledge that in all love and friendship they have agreed in manner following, to wit:

The said Mr Slichtenhorst acknowledges that he has sold and said Dirck and Johannes Bentsingh that they have bought a certain parcel of land lying in the Claverrack, to wit, arable land, comprising twenty-four morgens, lying on the east side of the foremost land of Maerten Cornelisz, as said land came to said Mr Slichtenhorst from the Honorable Jeremias van Renselaer; and if said land does not contain twenty-four morgens, then said seller shall assign and make over to the buyers land thereabout to make up the 24 morgens, but the calf pasture by the side of the house where Teeuwes dwells must be reckoned in; the said seller also delivers to the aforenamed buyers the fence which he and Maerten Cornelisz made together, to wit, his part, excepting the fence which Maerten Cornelisz this last winter built, for which said buyers shall be holden to make compensation to Maerten Cornelisz, if said Maerten Cornelisz makes a claim upon them therefor. The seller reserves to himself for this summer four morgens of land lying on the said flat of which he has promised the use this summer and no longer. The aforenamed seller delivers the same to said buyers immediately with the homestead, garden and little apple trees, where Teeuwes Abrahamsz now dwells, together with the use of the bridge, free and unincumbered (saving the patroon's right). For which the buyers promise to pay to the seller or his order the sum of one hundred and ten good, whole, salable beaver skins at eight guilders apiece, in three instalments, namely: the first payment on the first of February 1676 of twenty-five whole beavers; the second payment on the first of February 1677 of forty-two whole beavers; and the third or last payment of forty-three whole beavers on the first of February 1678.

[251] The aforesaid buyers stipulate that they may pay a sixth part of said sum in oats at market price and a sixth part of said sum in white beans, together with fifty or sixty skipples of white beans more, at the option of the buyers, all salable and marketable, to be delivered to the seller free, here in Albany on the shore, so that about two-thirds must be paid in good beavers or good winter wheat at market price.

The aforesaid contracting parties hereto bind their respective persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges.

In confirmation whereof they have (with Harmen van Ganseveort and Jan Andriesz Douw, as witnesses hereof) subscribed this with their own hands, in Albany this 19th of April 1675.

Gerrit van Slichtenhorst
Dirck Bensem[1]
Joannis Bensem

Harmen Hermens Ganseuort
Jan Andriesen Douw

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Power of attorney from Harmen Bastiaensen to Jan Heyndricksen Sybinck, merchant at Amsterdam

[252] Appeared before me, Adriaen van Ilpendam, notary public residing at Albany in America, and before the undersigned witnesses, Harmen Bastiaensz, also residing at this place, who has constituted and appointed, as he hereby does constitute and appoint, the worthy Jan Heyndricksz Sybinck, merchant residing at Amsterdam, in the principal's name and on his behalf to demand and receive his patrimony left him at Hoorn by his late father Bastiaen Harmensz de Vyselaer,[2] and from those who may have the custody thereof to collect everything, both the principal sum and the interest thereon; likewise of his brother-in-law Gerrit Claesz Gaer-goet to demand (in addition to the aforesaid patrimony) a mantle and two suits of clothes; and in case the person or persons to whom said inheritance has been intrusted show themselves unwilling, to proceed against them and to prosecute the case before all courts and judges; according to the custom and procedure of the courts to appear for him, the principal, and there to demand justice and judgment and the same to cause to be executed; with power also to substitute one or more persons *at lites* and furthermore in general and in particular all things to perform as if he, the principal, were himself present and as he could or might do, even though the matter aforesaid required further and more specific instructions and orders than are expressed herein, the attorney remaining holden on demand to make a proper return, statement and accounting. The principal promises to hold as valid whatever shall be done and performed in the matter aforesaid by the attorney, or his substitute,

[1] Like many other settlers he was at an earlier date apparently unable to write his name and made a mark instead; see *Early Records of Albany*, 1:5 and 6.

[2] See page 462, note.

binding thereto his person and estate, nothing excepted, subject to all lords, courts and judges. In confirmation whereof the principal has signed this with his own hand in Albany, this 7th of June 1675.

HARMEN BASTIAENS

As witnesses:
Robbert Sandersz
Claes Ripsen van Dam

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Power of attorney from Hendrick Cuyler to his brother Reinier Cuyler, button maker at Amsterdam

[253 blank; 254] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany in America, the worthy Heyndrick Kuyler, burgher and inhabitant of this place of Albany, who (in the presence of the undersigned witnesses) acknowledges that he has constituted and appointed, as he hereby does constitute and appoint, his brother, Reynier Kuyler, button maker (*Cnoopemaecker*) at Amsterdam, in the principal's name to demand and receive such moneys as are coming to him from Mr Nicolaes Gouverneur, residing at Amsterdam, to wit, the just half of the money received for the hereinafter named peltries, the receipt of which peltries from skipper Minne Jansz the aforesaid Nicolaes Gouverneur acknowledges in his letter dated the 1st of November 1674, consisting of one hundred whole beavers, one hundred and thirty-five half beavers and thirds, and ninety otters, which said ninety otters sold for fl. 6—6 apiece, as he stated in his letter of December 23, 1674, the beavers being at the time still unsold; and in case said Nicolaes Gouverneur shows himself unwilling to hand over said moneys to said Reynier Kuyler, the principal gives said Kuyler full and absolute power to proceed against him and to prosecute the claim before all lords, courts, tribunals and judges, according to the custom and procedure of the courts to appear for him, the principal, and there justice and judgment to demand and cause the same to be executed, with power also one or more persons to substitute *ad lites*: and furthermore in general and particular all things to do and perform which he, the subscriber, himself being present, might or could do, although the above said matter may demand fuller instructions and more special orders than are herein expressed. The attorney remains holden (on demand) to make a proper return, accounting and exhibit. The principal promises to

hold as valid whatever in the matter aforesaid shall be done and performed by his attorney, binding thereto his person and estate, nothing excepted, subject to all lords, courts, tribunals and judges.

In confirmation of which he has subscribed this with his own hand, in Albany in America, this 18th of September 1675.

HENDRICK COYLER

As witnesses:
Jan Jansz Bleecker
Johannes de Wandelaer
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Jan Jansen Bleecker and Jacob Sandersen Glen, attorneys of Jan Hendricksen van Bael, and Gerrit van Hardenbergh (Herttenberch) of a house and lot in Albany

[255 blank; 256] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany in America, and before the undersigned witnesses, Jan Jansz Bleycker and Jacob Sandersz Glen, attorneys on behalf of Jan Heyndricsz van Balen, of the first part, and Gerrit van Hardenbergh, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said attorneys acknowledge that they have sold and said Hardenbergh that he has bought a house and lot belonging to said Jan van Balen, standing and lying here in Albany on the hill, between the house of Jacob Schermerhoorn and the house of Mr Abraham van Tricht, which said house and lot, with all that is fast thereon by earth and nail, said sellers now deliver to the buyer free and unincumbered (saving the lord's right), the receipt of which the buyer hereby acknowledges. For which the buyer promises to pay two hundred good, whole, salable beaver skins at eight guilders apiece and two good otters, to wit, one hundred whole beavers and one otter immediately, and the other half, being another hundred whole beavers and one otter, in the year 1676 in the month of August, with 8 or 10 days grace, the receipt of which aforesaid first payment of one hundred whole beavers and one otter said sellers hereby acknowledge and with the delivery of the last payment said sellers promise to deliver to said buyer a good and sufficient deed of ownership with and according to the patent.

The aforesaid contracting parties promise to execute and perform the foregoing under pledge of their respective persons and

estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have mutually subscribed this with their own hands in Albany in America this 18th of September 1675.

JAN JANSZ BLEECKER
JACOB SANDERSZ GLEN
GERRIT HERTTENBERCH

As witnesses:
Jan Nack
Dirck Hesselingh

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Gerrit van Hardenbergh (Herttenberch) and Jan Byvanck of a house and lot in Albany

[257 blank; 258] Appeared before me, Adriaen van Ilpendam, notary public residing in Albany in America, and before the afterwritten witnesses, Gerrit van Hardenbergh of the one part and Jan Byvanck of the other part, who acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Gerrit van Hardenbergh acknowledges that he has sold and Jan Byvanck that he has bought a certain house and lot standing and lying within this place of Albany on the hill, adjoining the west side of the house of said buyer and [lying] to the east of the house of Jan Jansz Bleycker;[1] which said house and lot the seller promises to deliver to the aforenamed buyer within the time of the next three months free and unincumbered, with all that is therein fast by earth and nail (saving the lord's right) and with the lot all the rights which he received with the lot according to conveyance or otherwise, as he obtained it from Johannes Clute. For which said house and lot the buyer promises to pay to the seller a hundred and sixty good, whole, salable beaver skins at eight guilders apiece, of which the first payment (being eighty beavers) shall be made in the month of August 1676, 8 or 10 days grace; and the second or last payment one year thereafter, again in the month of August 1677, eight or ten days grace, being again eighty whole beavers. The aforesaid contracting parties promise to execute and perform the foregoing on pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In con-

[1] belent aen de West Zyde vande Huysinghe vanden voorsz. Kooper ende beoosten de Huysinge van Jan Jansz. Bleycker.

firmation whereof they have mutually subscribed this, without fraud or deceit, in Albany in America, this 23d of September 1675.

GERRIT HERTTENBERCH
JAN BYVANCK

As witnesses:
Jan Vinhaeghen
Hendrick Lansinck

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract whereby Elias van Ravensteyn sublets to Roeloff Jans sen the house of Nehemiah Pearse at Albany

[259 blank; 260] Appeared before me, Adriaen van Ilpendam, notary public residing in N. Albany, Elias van Ravensteyn of the one part and Roeloff Jansz of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following on this day, October 8, 1675, to wit: Elias van Ravensteyn acknowledges that he has let and Roeloff Jansz that he has hired the house belonging to Nehemias Peersen,[1] which house and lot as it lies in fence said Elias Ravensteyn says he has hired until the first of June 1676 and now [sub]lets to said lessee until the first of June 1676, when, as aforesaid his lease expires; and the lessor promises to move out on the 11th of this month of October and to deliver the house to the lessee to be occupied by him during said time until the first of June. For which the lessee promises to pay to the lessor as rent two good, whole, salable beaver skins at eight guilders apiece in beavers and to pay the same promptly as soon as the lease expires.

Said contracting parties hereto bind their estates, nothing excepted, together with their persons, placing the same under the authority of all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands, in Albany, dated this 8th of October 1675.

ELIAS VAN RAVESTEYN
ROELOEF JANSEN

As witnesses:
Hans Dreper
Dirck Hessellingh

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] Nehemiah Pears (Pearce, or Peirce), of Boston, cooper; see *Suffolk Deeds*, 8:113; 9:5. The house mentioned in this contract was on July 5, 1676, conveyed by Nehemiah Pears to Samuel Holman and on August 29, 1676, again conveyed by Samuel Holman to Robert Story; see *Early Records of Albany*, 1:121-22, 127-28, 141-42.

Contract of sale of a piece of land at Claverack from Jan Hendricksen van Solsberghen to Gerrit van Slichtenhorst

[261 blank; 262] On this first day of November 1675 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Jan Heyndricsz van Solsberghen[1] of the one part and Mr Gerrit van Slichtenhorst of the other part, who in love and friendship have agreed and contracted in manner following, to wit: Jan Heyndricsz acknowledges that he sold and Mr Gerrit van Slichtenhorst that he bought (now about two years ago) a certain parcel of woodland to the seller heretofore belonging, lying in the Claverrack, to wit, the just half of all the land that said seller has there in the Claverrack, beginning from the northerly end of the second Claveeren,[2] extending eastward to the great kill, northerly to Major Abraham Staas's kill, southerly to the land of Gerrit Visbeeck, together with the kill so far as the land extends; which aforesaid land and kill the seller delivers now to the aforenamed buyer free and unincumbered (saving the lord's right).

For which said half of the aforenamed land and kill the said seller hereby acknowledges that he is fully satisfied and paid to his content.

The aforesaid contracting parties hereto bind their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands, in Albany, dated as above.

This is the mark + of JAN HEYNDRICSZ VAN SOLSBERGHEN, made with his own hand
GERRIT VAN SLICHTENHORST

As witnesses:
Barent Meyndersz
Johannes de Wandelaer

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Settlement of accounts between Jan Hendricksen Bruyn and Hendrick Meessen Vrooman

[263 blank; 264] On this 6th day of November 1675 appeared before me, Adriaen van Ilpendam, notary public (residing in New

[1] Jan Hendricksen's name is generally written "van Salsbergen," which should probably be interpreted to mean that he came from Salzbergen, on the Ems, in Hanover, and not from Salisbury, as suggested in Pearson's *Genealogies of the First Settlers of Albany.*

[2] Apparently a mistake for *Claveren,* or *Claver,* that is, Clover, but here evidently referring to a field.

Albany), Jan Heyndricksz Bruyn and Heyndrick Meesz Vrooman, who hereby acknowledge that they have settled with each other for all accounts up to this date, as well for an obligation payable by said Heyndrick Meesz as for money loaned and for land rent and other debts which they by word or in writing have had outstanding against each other, as well on the one side and on the other, so that they have no further demands or claims of any kind whatsoever against each other, saving that Heyndrick Meese acknowledges that by final settlement of accounts he is honestly indebted to said Jan Heyndricsz Bruyn in the sum of four good, whole, salable beaver skins, of which two beavers are to be paid to him or his order next year 1676 and the remaining two beavers in the year 1677, without longer delay. The aforesaid parties hereto bind their respective persons and estates, real and personal, present and future, subject to all lords, courts, tribunals and judges. In witness of which they have in presence of me, the notary, subscribed this with their own hands, in Albany, dated as above.

HEINDERICK MEESZEN VROOMAN
JAN HEINDERICK BRUYNS
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bond of Maes Cornelissen to Hans Hendricksen and Jan Hendricksen Bruyn

[265 blank; 266] On this 8th day of November 1675 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Maes Cornelisz *Cooperslagher,*[1] who hereby acknowledges that he is honestly indebted to Hans Heyndricsz and Jan Heyndricsz Bruyn together in the sum of eleven good, whole, salable beaver skins, growing out of money lent and to his content received, and promises therefor to pay in the month of June 1676, to the aforesaid Hans Heyndricsz and Jan Hendricsz Bruyn, or to their orders, the sum of twelve good, whole, salable beaver skins; binding therefor his person and estate, real and personal, present and future, subject to all lords, courts, tribunals and judges. In witness of which said Maes Cornelisz has subscribed this with his own hand (in presence of me, the notary) in Albany, the 8th of November 1675.

MAES CORNELYSZ *Koperslager*
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] Maes Cornelissen, coppersmith, a son of Cornelis Maessen van Buren.

I, the undersigned, Hans Heyndircsz, hereby acknowledge that I have received of Maes Cornelisz *Koperslagher* the sum of twelve good, whole, salable beaver skins which he owed, as appears by the above obligation which is subscribed by Maes Cornelisz with his own hand, so that said obligation is fully paid and satisfied, and I release said Maes Cornelisz therefore from all demands, as well in behalf of my portion as in behalf of Jan Heyndricsz Bruyn s portion. In witness whereof I have subscribed this with my own hand without craft or guile, in New Albany, this 7th of August 1679.

HANS HEINDRICSZ

In my presence,

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a farm on Constapel's island from Volckert Jansen Douw and Teunis Cornelissen Spitsenberg to Marten Gerritsen

[267 blank; 268] On this 27th day of December 1675 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Captain Volckert Jansz Douw and Teunis Cornelisz Spitsenbergh[1] of the first part and Maerten Cornelisz of the second part, who acknowledge that in love and friendship they have agreed in manner following, to wit: Said Captain Volckert Jansz Douw and Teunis Cornelisz Spitsenbergh acknowledge that they have let and Maerten Cornelisz that he has hired a certain farm[2] with house and barn and two hayricks for the term of six consecutive years, beginning on the first of May of this year 1675 and ending on the first of May 1681; and the lessee may not put any expense on said house, barn and ricks without the consent of the lessors, and shall be holden to deliver up everything at the end of the lease roof and wall tight; and if so be that the same happen to burn (which may God prevent) by the lessee's fire, then the lessee shall be holden to pay for the same according to valuation, but if the same be destroyed by ice flood or general war it shall be at the charge of the lessors; and at the end of the lease shall said lessors be holden to pay for the land which shall be seeded down, according to a valuation of the plowing, harrowing, sowing and seed. The said house, barn, ricks and land lie obliquely over against Bethlehem, and the lessee shall use as much land there as he has hired for some years.

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[1] Teunis Cornelissen van der Poel.

[2] This farm was on Constapel's island, opposite Paerde Hoeck (now Parda hook) in the town of Bethlehem, Albany county, N. Y. July 26, 1675, Volckert Jansen Douw sold his half of the island to Pieter Winne; see *Early Records of Albany*, 1:118-19; 2:71, note.

For which the lessee promises to pay to the lessors or their order as rent fifty-six skipples of wheat, to be paid every year.

The aforesaid contracting parties hereto bind their persons and estates, real and personal, [269] present and future, nothing excepted, subject to all lords, courts, tribunals and judges.

In witness whereof they have mutually subscribed this with their own hands, in Albany, the date above written.

Volckert Jansz Douw
Teunis Corneliszen
This is the mark + of Maerten
Cornelisz, made with his own hand

As witnesses:
Hans Heindricsz
Jacob Gerritsz van Laer

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Assignment by Volckert Jansen Douw to Pieter Winne of half interest in the lease of Constapel's island

On this 15th day of September 1676 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Captain Volckert Jansz Douw, who acknowledges that he hereby fully assigns the lease of the land, house, barn and hayricks lying obliquely over against Bethlehem, according to foregoing contract which terminates the first of May 1681, and fully releases and transfers all his claims to the rent for half of the land to the Honorable Pieter Winne, magistrate, according to the order of the honorable court of Albany and colony of Renselaerswyck, dated the 6th of June 1676, and that the lessee, Maerten Cornelisz, shall recognize said Pieter Winne in place of him, Volckert Jansz, and the rent to him pay; but at the end of the lease Pieter Winne shall not be holden to take for his half more than ten skipples sowed, for which he shall pay Maerten Cornelisz according to appraisal, and if Maerten Cornelisz sows a greater quantity, then Volckert Jansz shall be holden to pay for the same, provided he receive the produce thereof that year, and said Volckert shall be holden to let Pieter Winne that same year use as much land on his farm as the land sowed in excess of the ten skipples for which one-half must be paid to Maerten Cornelisz. For the performance and execution of what is hereinbefore written the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation

of which they have, in presence of Jan Verbeeck and Hendrick Bries as witnesses hereto, subscribed this with their own hands, on the date above written.

VOLCKERT JANSZ DOUW
PIETER WINNE

As witnesses:
Jan Verbeeck
Hendrick Bries

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Deposition by Maria Bord about certain boards alleged to have been stolen by her husband Claes Ripsen van Dam

[1][1] I, the undersigned, Maria Bord, wife of Claes Ripsz van Dam, hereby affirm that the wife of Gerrit van Slichtenhorst was at my house yesterday and said to me that my husband had stolen about the half of the boards which he used for his hogpen, to wit, the hogpen which Jan Burger still has in his possession, and that these boards came from the city fence and that there were some bullets or bullet holes and shot therein; which was told her (so she said) by Robbert Sandersz. In witness whereof I have subscribed this with my own hand. In Albany, this 6th of January $167\frac{6}{7}$.

This is the mark M of MARIA BORD,
wife of Claes Ripsz van Dam,
affixed with her own hand

As witnesses:
Harmen Bastiaens
Claes Jacobse

In presence of me,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Deposition of Maria Parker in regard to abusive language used by Robert Sanders in a quarrel with the wife of Gerrit van Slichtenhorst

[2–4 blank; 5] This day, the first of January $167\frac{6}{7}$, appeared before me, Adriaen van Ilpendam, notary public (residing in N. Albany), Madam Maria Perckers, the wife of Sergeant Percker,[2] who without dissimulation or misleading of any persons, but for the sake of justice, acknowledged that she had testified, as hereby she does, at the request of Mr Gerrit van Slichtenhorst, that in truth and verity she heard and saw, about the month of August last of the year 1676 (but the precise day not well remembered), Robbert Sandersz and the wife of said Slichtenhorst quarreling

[1] The documents on pages 1–114 are bound out of place but here printed in their proper chronologic order.
[2] Sergeant William Parker.

(near the stoop between Claes Ripsz and said Slichtenhorst); that Robbert Sandersz said to the wife of said Slichtenhorst, "You are a vile and foul mouthed person (*Swartbeck ende een Swart-indemont*) and a trull (*Smots*)." Herewith concluding her deposition, this deponent is ready (if need be) furthermore to confirm the same.

In witness whereof she has subscribed this with her own hand, in Albany, dated as above.

This is the mark M[1] P of Maria Perckers, made with her own hand

As witness:
A. D. Peyster

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Bond of Jan Tyssen Goes to Nicolaes de Meyer, attorney for Jan Coster van Aecken

[6–8 blank; 9] On this day, the eighteenth of April one thousand six hundred and seventy-seven, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Jan Tysz Goes, who acknowledged himself to be indebted and in arrears to Mr Nicolaes Meyer, as attorney for Jan Koster van Aecken, in the sum of thirty-two good, whole, merchantable beaver skins, growing out of the matter of one hundred and sixty-seven guilders and two stivers Holland money received in Holland as well as for certain goods sent; which said sum of thirty-two whole beavers I, the undersigned Jan Tysz Goes, promise to pay to said Mr Nicolaes Meyer or to his order at the latest in the month of March one thousand six hundred and seventy-eight, punctually and without longer delay; binding therefor my person and estate, personal and real, present and future, nothing excepted, submitting the same to the authority of all lords, courts, tribunals and judges.

In witness whereof I have subscribed this with my own hand, without craft or guile, in New Albany, dated as above, in presence of Domine Nicolaes van Rensselaer and Cornelis Teunisz van Vechten, called as witnesses hereto.

This is the mark X of Jan Tysz Goes, made with his own hand

As witnesses:
Nicolaus van Rensselaer, Pastor
Cornelus Teunisz, as witness

Which I witness,
Adriaen van Ilpendam, *Not. Pub.*

[1] The M is written upside down.

Will of Pieter Winne and Tannetie Adams, his wife

[10 blank; 11] In the name of God, amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ, one thousand six hundred and seventy-seven, on the first day of the month of June, about noon, and in the twenty-eighth year of the reign of his Royal Majesty of Great Britain, [King] Charles the Second, before me, Adriaen van Ilpendam, notary public residing in New Albany, appointed by the Right Honorable Edmond Andros, in behalf of His Royal Highness James governor general over all his territories in America, pursuant to nomination for the places of New Albany, colony of Rensselaerswyck and Schanechtade and the district thereof, and before the subscribing witnesses, came and appeared the worthy Pieter Winne, born in the city of Gent in Vlaenderen,[1] at present a little indisposed in body, together with his wife Tannetie Adams, born in the city of Leeuwaerden in Vrieslandt,[2] at present sound in body, dwelling now in the colony of Rensselaerswyck, to me, the notary, well known, both moving about and having perfect use and command of their faculties, reason, memory and understanding to all outward appearance; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, wishing therefore to dispose of their temporal effects to be left behind, while through God's grace they are still able, and as they do of their own free will and inclination, without persuasion or misleading of anyone, ordain and conclude this their last will and testament in form and manner following:

First and before all commending their immortal souls (whenever they shall be separated from their bodies) to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial and revoking, annulling and canceling hereby all and every other testamentary disposition and bequest which before the date hereof they have either jointly or severally made and executed, holding the same null and of no effect, [12] and now disposing anew, they, the appearers and testators, out of mutual and particular love which during their married life they have steadily borne and now do bear toward each other, declare that reciprocally they have appointed and instituted, as hereby they do appoint and institute, the survivor of both of them the sole and universal heir of all the property, both personal and real, claims,

[1] Ghent, in Flanders.
[2] Leeuwarden, the capital of the province of Friesland, Netherlands.

credits, money, gold and silver, coined and uncoined, jewels, clothing both linen and woolen, household furniture, etc., nothing excepted, which he or she dying first shall leave behind on his or her decease, whether in this country or elsewhere, to do therewith as with his or her own and absolute property, without objection or opposition of anyone, which they do because (by God's blessing) the greater part of said estate has been acquired by them during their marriage with great labor and diligence; hereby forbidding all persons whoever they may be, whether magistrates, orphan masters, children, relatives, or others, to demand of the survivor any accounting or inventory of the estate so long as he or she remains in his or her widowed state, much less any bond or security therefor. And if it so be that the survivor happen to marry again, he or she shall be holden a just half of the estate (as the same shall then be found to be) to settle upon the children left behind, in order that the same may receive each, share and share alike, their legitimate portion of their father's or mother's estate; provided that the survivor shall receive the income thereof until the children reach their majority or enter the marriage estate, until which time the survivor shall be holden to bring them up in the fear of the Lord and so far as possible to have them taught reading and writing and some trade whereby with God's help they may honorably earn their living. But said Pieter Winne (if he happen to die first) hereby bequeaths to his son Pieter Pietersz Winne (procreated by his first wife Aechie Jans) the sum of four whole beavers at eight guilders [13] apiece, once for all and no more, for his entire inheritance, because of his disobedience, and said beavers shall be received six weeks after his father's death. And in case they, the testators, hereafter, whether in writing and over their own hands and signatures or before two or more trustworthy witnesses by word of mouth, bequeath or devise anything more, make a further disposition, add to or take away from the contents hereof, they will and desire the same to have the same force and effect and by every person to be so esteemed and regarded as if written and inserted in this their will. All that is hereinbefore written the testators declare to be their last will and testament, desiring that after the death of either of them the same shall have full force and effect, whether as will, codicil, donation, gift in anticipation of death, or otherwise, as may be most compatible, even though certain formalities required by law may not have been fully observed herein, desiring that the utmost benefit herefrom may be enjoyed, and one or more copies hereof to be made in proper form to serve as occasion may require. Thus done and executed in the colony

of Rensselaerswyck at the house of the appearers, who with the Honorable Jan Verbeeck and the Honorable Mr Cornelis van Dyck (called as witnesses hereto) in presence of me, the notary, have subscribed this with their own hands, the year, month, and day aforesaid.

PIETER WINNE

This is the mark + of TANNETIE ADAMS, made with her own hand

As witnesses:
Jan Verbeeck
Cornelis van Dyck

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract between the director of the colony of Rensselaerswyck and Robert Livingston whereby the latter agrees to do the secretarial work of the colony

[14 blank; 15] This day, the 2d of August 1677, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the subscribing witnesses, Domine Nicolaes van Rensselaer, director of the colony of Rensselaerswyck, of the first part, and the Honorable Secretary Robbert Livinston, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said secretary agrees to perform all the ordinary duties of his office (respecting the colony of Rensselaerswyck) for the sum of two hundred guilders in good, merchantable seawan, to wit, strung seawan, or forty skipples of good winter wheat, yearly, which time began on the twenty-fourth day of August in the year one thousand six hundred and seventy-five, so that the twenty-fourth day of this present month of August the aforesaid director shall be holden to pay to the aforenamed secretary or to his order for his services rendered the sum of four hundred guilders in good, strung seawan, or eighty skipples of good winter wheat, with the reservation that all extraordinary services must be separately paid for, by arbitration of the honorable court.

Hereto the said contracting parties bind their persons and estates, personal and real, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have sub-

scribed this with their own hands in presence of Johannes Wendel and Abraham de Pey[ster], called as witnesses hereto. In New Albany, dated as above.

NICOLAUS VAN RENSSELAER
Colonie Pastor et Director
ROB[t]. LIVINGSTON, *Secretary*

As witnesses:
Johan[nes W]endel
A: D: Peyster

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract for the exchange of land between Jacob Caspersen and Jan Albertsen Brat

[16 blank; 17] On this 14th day of September 1677 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, Jacob Caspertsz [1] of the one part and Jan Albertsz Brat of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Jacob Caspersz acknowledges that he has bought of Jan Albertsz Brat his title to land on the Noormans kill, as he bought the same of Jan Heyndricsz van Baelen [2] on the 21st of December 1674, in payment for which the said buyer surrenders his title to the island of Jan Bruyn,[3] just as he bought the same of Wouter Aertsz Rademaecker,[4] and Jacob Caspersz promises to make the last three payments to Jan van Balen or his attorney according to the contract of sale of the aforesaid land of Jan van Balen; and they mutually make immediate delivery, delivering the said lands to each other now on the conditions aforesaid, free and unincumbered, saving the lord's right. Hereto the said contracting parties bind their persons and estates, personal and real, nothing excepted, subjecting the same to

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[1] Jacob Caspersen Halenbeck?

[2] Jan Hendricksen van Bael. He was commissioned ensign in Capt. Philip Pietersen Schuyler's company of foot on November 1, 1667, and on August 21, 1672, received a patent for a square piece of land on both sides of the Normans kill which for many years was the subject of litigation with the Van Rensselaers.

[3] It is not clear which island is here intended. Jan Hendricksen Bruyn, besides various lots in Albany, owned land at Kinderhook and at Catskill.

[4] Wouter Aertsen van Nieukerck, wheelwright; see *Early Records of Albany*, 1:284 and 184, where the variant form *Raemmaker* is misinterpreted "Sashmaker."

all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands in Albany, on the date above written.

JACOB KASPERSEN
JAN ALBERTSEN BRAT

As witnesses:

Jacob Theysen vander Heyden
This is the mark H W of *Heyndrick Willemsz van Barnevelt,* made with his own hand

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house from Wynant Gerritsen van der Poel to John Gilbert

[18 blank; 19] On this 19th day of November 1677 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Wynant Gerritsz vander Poel, of the one part, and Jan Gilbaertsz,[1] of the other part, who acknowledge that in all love and friendship they have hereby agreed and contracted in manner following, to wit: Wynant Gerritsz acknowledges that he has let and said Jan Gilbertsz that he has hired a certain house and lot standing and lying here in New Albany, next the house and lot of Dirck Wesselsz, over against the house of Maerten Crygier, for the time of one whole year beginning on the first of June 1678 and ending on the first of June 1679, but the lessor promises to provide a proper shed behind said house before said lease begins, with a suitable chimney in said shed and if the lessee makes a bakeoven therein, the lessor may take over the same if he please at the end of the lease at an appraisal; for which said lessee promises to pay as said year's rent the sum of twelve good, whole, salable beaver skins or the value thereof in good winter wheat or in strung sea-wan, all as the market goes, to be paid every quarter year, to wit, three beavers every time; for which said entire rent Arent vanden Bergh binds himself as surety and principal (the same to pay in case of failure of the lessee). Said contracting parties mutually promise to execute and perform the aforesaid conditions, binding thereto their persons and estates, personal and real, nothing

[1] John Gilbert.

excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands, in New Albany, dated as aforesaid.

WYNANDT GERREYDTSZ V D^r^ POELL
JOHN GILBERTT
This is the mark AB of ARENT VANDEN BERGH, made with his own hand

As witnesses:
John Conel
Elias van Rauesteyn
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Hendrick Willemsen, second husband of Gysseltie Alberts Brat

[20 blank; 21] On this 28th day of November 1677 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the right honorable governor general of the parts of America, Edmont Andros), Heyndrick Willemsz, who at present lying sick in bed, but nevertheless possessing his understanding, reason and memory, according to all outward appearance, says and declares hereby that it is his last will and desire that if it please God Almighty to take him to His kingdom before the children of the late Jan van Esckelen, procreated by Gysseltie Alberts shall reach their majority, the money due them from their late father's estate, to wit, twenty whole, salable beaver skins, must be paid immediately after this appearer's death out of the first and most available moneys or furniture of the estate left behind to the guardians of said children, tō wit, Albert Andriesz Brat and Storm vander Zee, before any other debts against the estate (except funeral expenses); furthermore, he hereby releases absolutely (in manner aforesaid) the sureties and principals, to wit, Jan Albertsz Brat and Heyndrick Lantsingh, who on the 2d of July 1674 became sureties for the appearer for the aforenamed sum of twenty whole beavers. In confirmation of which the appearer hereby binds his person and estate, nothing excepted, subject to all lords, courts, tribunals and judges, and has subscribed this with his own hand in presence of Jan Andriesz Douw

and Jacob Caspersz (called as witnesses hereto). In Albany on the date above written, at the house of Teunis Slingerlandt.

This is the mark H W of HEYNDRICK WILLEMSZ, made with his own hand

As witnesses:
Jan Andriesen Dou
Jacob Kasperse

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of James Parker to Hendrick Bries, shoemaker

[22–24 blank; 25] On this 13th day of December 1677 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Williaem Parcker, court messenger of this place of Albany, of the one part, and Heyndrick Bries, master shoemaker, of the other part, who acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Williaem Parcker acknowledges that he has hired his son named James Percker (now about 17 years old) for the time of two following years, which time began on the 5th of November of this year 1677 and is to end two years after said date, and said young man shall be holden to serve his aforesaid master both in shoemaking and at the tanning pits — and in all other proper work with all diligence and faithfulness; and said master promises to teach him the shoemaking trade as well as he can and furnish him with proper food and shoes free, provided the aforesaid father shall provide him with clothes and free washing; but it is expressly stipulated that said servant may each year go to work three or four weeks in the harvest for his own profit, provided he serve so much longer afterwards. Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which they have subscribed this with their own hands in presence of Claes van Elslant and Jacob Loockermans (called as witnesses hereto) in New Albany dated as above.

HENDRICK BRIES
WM. PARKER
This is the mark I P of JAMES PARCKER, made with his own hand

As witnesses:
Claes van Elslant
Jacob Lokermans

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Power of attorney from Poulus Cornelissen to Jacob Tyssen van der Heyden

[26–28 blank; 29] On this third day of April 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the subscribing witnesses, Poulus Cornelisz, who, proposing at the first opportunity (with God's help) to depart hence, acknowledges hereby that he has constituted and appointed, as hereby he does, Jacob Tysz vander Heyden his attorney, in his absence to demand and receive from all his debtors, as well here in New Albany as in the colony of Rensselaerswyck, Schanechtade and Canestagioene, such monies as are coming to him from the same, according to accounts and vouchers thereof placed in the hands of him, the attorney; having received the same, acquittance to grant and in case of refusal the unwilling to constrain to pay by legal process and rigor of justice, and furthermore all things to do, transact and perform which may be needful and may seem to him proper, with power one or more persons to substitute, provided the attorney be holden when required, a proper accounting, return and statement of his administration to make. The subscriber promises to hold as true and valid whatever in the matter aforesaid shall be performed and executed by his attorney or his substitute, binding thereto his person and estate, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof he has subscribed this with his own hand in presence of Jan van Loon and Albert Jansz Ryckman (called as witnesses hereto), in New Albany, the third of April 1678.

As witnesses: POULUS CORNELISEN

Jan Van Loon
Albert Ryckman

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale of a negro from Capt. Johannes Clute to Sweer Teunissen van Velsen

[30 blank; 31] On this 3d day of April 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the subscribing witnesses, Captain Johannes Clute of the one part, and Sweer Teunisz of the other part, who acknowledge that they have hereby agreed and contracted in all love and friendship in manner following, to wit: Captain Johannes Clute acknowledges that he has sold to Sweer Teunisz a certain

negro named Jacob, aged about twenty-four years, and promises to deliver the same hearty and sound on the first of June of this year 1678, for which the buyer promises to pay the seller or his order one hundred good, whole, salable beaver skins at eight guilders each, the same to be paid in three following instalments, of a just third part of said sum each, to wit, the first instalment on the first of June 1678, on the delivery of said negro; the second instalment, next winter; and the third or last instalment the following winter; but the buyer can pay said sum of beavers in good winter wheat as the market shall then be. The said contracting parties therefor bind their persons and estates, as well having as to have, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they with Storm Albertsz vander Zee and Aernout Cornelisz Vielen (called as witnesses hereto) have subscribed this with their own hands in New Albany, this 3d of April 1678.

JOHANNS CLUTE
SWEER THOONUSSEN

As witnesses:
Storm vander Zee
Arnout Cor: Viele

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Receipt of Poulus Cornelissen for payment of freight of goods shipped by Jan Thomassen and Volckert Jansen Douw

[32 blank; 33] On this 4th day of April 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Poulus Cornelisz, who hereby acknowledges that in the year 1663 he earned from Jan Thomasz and Volckert Jansz Douw, for freight of horses and boards and other articles shipped by them both in company to the Esopus or from the Esopus to New Albany, the sum of one hundred guilders in seawan, and that said one hundred guilders in seawan were received by said Poulus Cornelisz from or that he was satisfied therefor by Sweer Teunisz in the year 1665, as will appear by the brewery book of Volckert Jansz and Jan Thomasz. In witness whereof Poulus Cornelisz and Storm vander Zee and Dirck Albertsz Brat (called as witnesses hereto) have subscribed this with their own hands, in New Albany, this 4th of April 1678.

POULUS CORNELISEN

As witnesses:
Storm vander Zee
Dirck Albertzen Brat

In my presence,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Receipt of Poulus Cornelissen for payment by Volckert Jansen Douw of one-half of the cost of 42 skipples of wheat delivered to him and Jan Thomassen

This day, the 4th of April 1678, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), Poulus Cornelisz, who hereby acknowledges that he is paid in full to this date and satisfied by Volckert Jansz Douw, whom he thanks for good payment; likewise that he is fully satisfied respecting the half of one hundred guilders in beavers growing out of forty-two skipples of wheat which Volckert Jansz Douw and Jan Thomasz heretofore received, so that Jan Thomase at this date is still indebted for his half to said Poulus Cornelisz fifty guilders in beavers. In witness whereof he has subscribed this with his own hand in presence of Storm vander Zee and Dirck Albertsz Brat, in New Albany, this 4th of April 1678.

POULUS CORNELISEN

As witnesses:

Storm vander Zee
Dirck Albertzen Brat

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a farm at Kinderhook from Lourens van Alen to Jacob Abrahamsen Vosburgh

[34 blank; 35] On this 7th day of May 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Louwerens van Alen, of the one part, and Jacob Abrahamsz Vosburgh, of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Louwerens van Alen acknowledges that he has let to said Jacob Vosburgh a farm at the Kinderhoeck with a house, barn and two ricks and fence around the homestead and all the buildings thereon (which aforesaid buildings are now appraised and valued to be worth thirty-one good, whole, salable beaver skins at eight guilders apiece) and the fence about the land that was leased to Dirck De Sweedt is valued at a hundred and forty guilders in seawan, and the remainder of the land is not valued for fence, but the lessee promises to deliver up the same again in a good, proper fence at the end of this lease, and the lessee shall be holden to pay for the deterioration according to appraisal and in case of betterments

the lessor must satisfy the lessee for the same. The lessee and the lessor hereby acknowledge that they have agreed that the lessee shall have the aforesaid premises under lease for the time of six following years; to wit, the land that was leased to Dirck Heyndricksz together with half of the land that was leased to De Vries; also half of the island that Pieter Moree has had the lease of and the whole of the land that was leased to Andries Jacobsz Gardenier. Moreover, the lessor delivers therewith a stallion named *Bock,* worth eight beavers, for which the lessee promises to deliver again a horse also worth eight beavers; furthermore the lessor also delivers therewith two stallions, the one of two years and the other three years old, the youngest is named *Block* and the oldest *Joncker;* likewise two mares, one named *Snuyt,* aged twelve years, and the other named *Banny,* aged ten years; also three milch cows and a heifer with calf about two years old; which said horses and cattle the lessee shall receive on the farm at halves of the increase. The aforesaid lessee acknowledges that he received said land on the 10th of September 1677 in stubble [36] and promises to deliver up the same again on the 10th of September 1683 in stubble; likewise he acknowledges that he received the house, barn, ricks and homestead, and said horses and cattle on the first of May of this year 1678, and promises to deliver up the same again or the value thereof on the first of May 1684; and it is stipulated that there shall be no apportionment of the increase of the cattle until the same shall be three years old. For which aforesaid premises the lessee promises to pay to the lessor or to his order as rent, the first year sixty skipples of good winter wheat, and the remaining five years eighty skipples of good winter wheat yearly, to be paid punctually every year, said payments to be delivered here in Albany free, and likewise twenty pounds of butter yearly for all the cattle, and moreover all the tools which are delivered by inventory to the lessee, he shall be holden at the end of the lease to deliver over again in good and working order. The aforesaid contracting parties hereby bind their persons and estates, personal and real, present and future, nothing excepted, subject to all lords, courts, tribunals and judges.

In witness whereof, they have subscribed this with their own hands in presence of Jurriaen Jansz Groenwout and Albert Jansz

Ryckman (called as witnesses hereto) in New Albany, dated as above.

LOURUS VAN ALEN
This is the mark X AB of JACOB ABRAHAMSZ VOSBURGH, made with his own hand

As witnesses:
This is the mark X of *Jurriaen Jansz Groenwout,* made with his own hand
Albert Jansz: Ryckman

Which I witness,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Wouter van den Uythof and Elisabeth Hendricks, his wife

[37] In the name of the Lord, Amen. Know all men that on this fourth day of June, about 5 o'clock in the afternoon, in the year after the birth of our Lord and Savior Jesus Christ, one thousand six hundred and seventy-eight, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmond Andros, governor general over all his territories in America), and before the hereinafter named witnesses, in their own persons came and appeared the worthy Wouter vanden Uythof, baker in Albany aforesaid, and the virtuous Elisabeth Heyndricx, married people, to me, the notary, well known, the testator being sound in body and the testatrix sickly, but both able to move about and having the perfect use and command of their senses, reason, memory and understanding; which testators, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the hour thereof and therefore desiring to anticipate the same (while God the Lord gives them time) by a disposition of their property to be left behind, declare that without inducement, persuasion or misleading of any persons they have made, ordained and determined this their present testament and last will in form and manner following: First and foremost commending their immortal souls when they shall be separated from their bodies to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial, and likewise revoking, annulling and canceling all and every such testamentary dispositions as they jointly or separately heretofore may have made and executed, holding the

same as null and of no effect and making a new disposition, these appearers and testators, inasmuch as they have no child or children jointly procreated by them living (though the testatrix has six children of a former marriage named Aeltie Lansingh, Gysbertie Lansingh, Gerrit Lansingh, Heyndrick Lansingh, Johannes Lansingh and Hilletie Lansingh) have appointed and instituted, as they mutually and reciprocally hereby do appoint and institute, the survivor of them both as [38] their sole and universal heir of all the property, personal and real, claims, credits, money, gold and silver, coined and uncoined, jewels, clothing, linen, woolens, household effects, etc., which the first of them dying shall leave behind in this country (but the property which the testator may have in the fatherland is to go to his relatives), to do therewith as with his or her own and absolute property, without any opposition or objection from any persons, provided that the testator, in case he outlives the testatrix, at her death give up the linen and woolen clothing belonging to her body to her three surviving daughters aforenamed, and the youngest daughter Hilletie shall first of all receive the gold double ring of the testatrix; and in case he marries again or dies, her six children above mentioned shall each receive the value of eight beavers and have nothing more to claim. All of which aforesaid provisions the appearers and testators reciprocally declare to be their last will and testament, willing and desiring the same after the death of either of them to have full force and effect, whether as will, codicil, donation, gift in anticipation of death, or otherwise, as may be most practicable, notwithstanding that some formalities demanded by law and usage may not have been fully observed herein, desiring that the utmost benefit may be derived herefrom; also that one or more copies hereof in proper form may be made and delivered by me, the notary, to be used according to the necessities of the case.

Thus done and executed in New Albany at the house of Gerard Swart in presence of the Honorable Gerard Swart and Albert Ryckman who (as witnesses hereto) with the testators have subscribed this with their own hands, in New Albany, the year, month, day and hour aforenamed.

Wouter vanden Uythof
Elysabet Hendrycke

G: Swartt
Albert Ryckman

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a sloop from Jacob Loockermans and Harmanus van Borsum to Gabriel Thomassen Striddles

[39] On this 18th day of June 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Gabriel Thomasz, of the one part, and Jacob Loockermans and Harmanus van Borsum, of the other part, who acknowledge hereby that they have agreed and contracted in manner following, to wit: Jacob Loockermans and Harmanus van Borsum acknowledge that they have let their sloop (named *de Princes*) to Gabriel Thomasz Stridtles, who acknowledges that he has hired the same on the following conditions from New Albany to Boston and again from Boston to New Albany, for which voyage the lessors shall receive twenty pounds or four hundred shillings Boston money, provided that the said lessee shall have eleven days free lay-days on condition that the lessee release the lessors from all customs (concerning his cargo), namely, the customs both at New Albany and at Boston. Furthermore the said lessee promises to pay the aforesaid lessors or their order the said sum of twenty pounds Boston money, when during this voyage they shall be at Boston. Hereto the said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of Jan Harmensz Backer and Gysbert Marcellisz, in New Albany on the date above written.

Jacob Lokerman[s]
Harmanus V. Bors[um]
Gabriell Tomasen

As witnesses:
Jan Harmenz Backer
Gysbert Martcelyssen
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Will of Bastiaen de Winter

[40 blank; 41] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year of the birth of our Lord and Savior Jesus Christ, one thousand six hundred and seventy-eight, in the 29th year of His Royal Majesty of Great Britain, King Charles the Second, on the 24th day of the month of July, about 9 o'clock in the forenoon, before me, Adriaen van Ilpendam, notary public residing in New Albany,

appointed by the Right Honorable Edmond Andros, in behalf of His Royal Highness James, governor general over all his territories in America, pursuant to nomination for the places of New Albany, colony of Renselaerswyck and the district thereof, and before the hereinafter named witnesses, came and appeared the worthy Bastiaen De Winter, born at Middleburgh,[1] to me, the notary well known, at present sick in body but having the full possession and use of his reason, memory and understanding according to all outward appearance; which appearer, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, and wishing therefore to dispose of his temporal effects to be left behind while through God's grace he is able as he does of his own free will and inclination, without persuasion or misleading of anyone, has now ordained and determined this his testament and last will in form and manner following: First and foremost commending his immortal soul whenever it shall be separated from his body to the gracious and merciful hands of God, his Creator and Savior, and his body to a Christian burial, and furthermore revoking, canceling and annulling all and every such testamentary dispositions and bequests as he heretofore has made and executed, holding the same as null and of no effect and now disposing anew, he, the appearer and testator, declares [42] that he has instituted the deaconry of the Reformed Christian Church of New Albany as his sole and universal heirs of all his property to be left behind, as well personal as real.

All that is hereinbefore written the appearer declares to be his last will and testament, desiring that after his death it may have complete force and effect. Thus done and executed at the house of the appearer on the Steenenhoeck, the year, day, month and hour aforesaid.

Although the testator has not subscribed the foregoing, inasmuch as immediately after he had heard it read and approved of it he acknowledged it to be his last will and testament and that it must be thus written, therefore we, the undersigned witnesses, are ready (if need be) to confirm these by oath, he having suddenly died in our presence after the reading of the foregoing. Done at the Steenenhoeck, dated as above.

Jan Jansz Bleecker
Jacob Staets

In my presence,
Adriaen van Ilpendam, *Not. Pub.*

[1] See about him *Early Records of Albany*, 2:24.

Contract of sale of a boatload of stone to be delivered by Jacob Teunissen Quick to Wynant Gerritsen van der Poel

[43–44 blank; 45] On this 6th day of September 1678 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, Wynant Gerritsz vander Poel, of the one part, and Jacobus Teunisz Quicq, of the other part, who acknowledge that they hereby have agreed and contracted in manner following, to wit: Jacobus Teunisz Quick acknowledges that he has sold to said Wynant Gerritsz a boat full of good stone (*Klipsteen*) to be delivered here on the shore within the next four weeks, and that the boat shall not be laden with less stone than said seller delivered to William Loveridge, for which said buyer promises to pay said seller (so soon as he has received the stone) eighty good, salable inch boards. The aforesaid contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands in N. Albany, dated as above.

This is the mark X of Jacobus Teunisz Quick, made with his own hand

Wynandt Gerreydts van d[r] Poell

As witnesses:

Claes Jansen Stauast

Gerrit Herttenberch

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Will of Reyer Jacobsen Schermerhorn and Ariaentje Arents, his wife

[46–48 blank; 49] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ, 1678, on the 7th day of the month of September, about 6 o'clock in the afternoon, in the 30th year of his Royal Majesty of Great Britain, King Charles the Second, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmond Andros, in behalf of his Royal Highness James governor general over all his territories in America) and before the afternamed witnesses, came and appeared the worthy Reyer Jacobsz

Schermerhoorn,[1] born here in New Albany, and his wife Ariaentie Arents,[1] born in the Esopus, well known to me, the notary, both being sound of body, walking and standing, and having perfect use and command of their faculties, reason, memory, and understanding, to all outward appearances; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, wishing therefore to dispose of their temporal estate to be left behind while they yet (through God's grace) are able and doing so of their own free will and motion, without persuasion or misleading of any persons, they have now ordained and determined this their last will and testament in form and manner following:

First and foremost commending their immortal souls whenever they shall be separated from their bodies to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial, likewise revoking, annulling, and canceling each and every such testamentary dispositions and bequests as they heretofore may have made and executed, holding the same as null and of no effect and now disposing anew, they, the appearers out of a mutual and particular affection which during their marriage estate they have borne for each other declare that they have reciprocally nominated [50] and instituted the survivor of both of them as their sole and universal heir to all the property, both personal and real, claims, credits, gold, silver, coined and uncoined, nothing excepted, which the first deceased shall leave behind on his or her death, whether in this country or elsewhere to do with the same as with his or her own absolute property, without contradiction or opposition from any persons; likewise that no persons whosoever they may be, whether magistrates, orphan masters, relatives, or others shall have the right to demand of the survivor any accounting or inventory of the estate so long as he or she shall remain in his or her widowed condition, much less any security or sureties therefor; and if so be that the survivor again enter into wedlock, he or she shall be holden a just half of the estate (as the same shall then be found) to settle upon the remaining children, that each and all may receive their legitimate portion, share and share alike, of their father's or mother's estate, provided that the

[1] Reyer Jacobsen Schermerhorn was the eldest son of Jacob Jansen Schermerhorn. He died February 19, 1719, and before his death made another will, dated April 5, 1717, proved April 9, 1726, of which an abstract is printed in New York Historical Society, *Collections*, 1893, 26:335–37, reprinted with slight variations in Richard Schermerhorn, jr., *Schermerhorn Genealogy and Family Chronicles*, p. 64–66. The wife of Reyer Schermerhorn was Ariaentje Arents Brat, a daughter of Arent Arentsen Brat and Catalyntje Vos and the widow of Helmer Otten.

survivor shall receive the income and profits thereof until the children arrive at mature age or marriage estate, till which time the survivor shall be holden to bring them up in the fear of the Lord and (so far as they may) have them taught reading and writing, together with some handicraft whereby they may earn their living under God with honor; and if these appearers hereafter, whether in writing under their hands or signatures, or before two or more trustworthy witnesses by word of mouth, bequeath or devise anything more or make a further declaration or in the aforesaid conditions change, increase or diminish anything, they will and desire the same to be of the same force and effect and by all persons to be esteemed and holden as such, as if written and described in this their will. All which abovesaid conditions these appearers declare to be their mutual last will and testament, desiring that after the death of the first of them the same may have full effect and force whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as may be most suitable, although some formalities demanded by [51] law and usage may not have been fully observed herein; requesting the utmost benefit to be enjoyed herefrom and one or more copies hereof in due form to be made to serve as occasion may require. Thus done and executed in New Albany at the house of the appearers in the presence of Omy De La Gransie and Evert Jansz Kuyper, trustworthy witnesses hereto called, who with the appearers have subscribed this with their own hands in New Albany, the year, month, day and hour aforesaid.

Reyer Jacobse Schermerhoorn
Ariaentie Arents

As witnesses:

This is the mark X of *Omy De la Gransie,*
made with his own hand
Evert Janse

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Bill of sale of a negress from Cornelis van Borsum to Jan Thomassen

[52 blank; 53] On this 27th day of September 1678 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, the honorable magistrate Jan Thomasz,[1] of the one part, and the worthy Cornelis van Borsum, of the other part, who acknowledge that in all love

[1] Jan Thomassen Whitbeck.

and friendship they have agreed and contracted in manner following, to wit: Said Mr Cornelis van Borsum acknowledges that he has sold to said Mr Jan Thomasz the youngest of his negresses which he has at present here in New Albany and delivers the same over to the buyer hale and sound and without any injury; for which said buyer promises to pay in hand to the aforenamed seller immediately thirteen whole, salable beaver skins and twenty-five skipples of peas in hand, and in addition two hundred skipples of winter wheat, to wit, one hundred skipples in the spring of 1679 and the other hundred skipples of wheat in the spring of 1680, by the first sloops, said wheat to be delivered free on board to this Van Borsum or his order; for which this buyer binds his person and estate, nothing excepted, subject to all lords, courts, tribunals and judges, and in case of failure the worthy Jacob Sandersz Glen and the worthy Meyndert Harmensz for the aforesaid sum as principals remain sureties, also under pledge of their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands in New Albany, dated as aforesaid, in presence of the honorable Sheriff Johannes Provost and surgeon Cornelis van Dyck, called as witnesses hereto.

Cornelis van Borsum
Jan Thomansz
Jacob Sanderse Glen
Meyndert Harmensz

As witnesses:
Joh: Provoost
Corn. van Dyck

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of woodland behind the Hooghen Bergh from Gerrit Teunissen van Vechten to Jan Roose

[54 blank; 55] On this 28th day of September 1678 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Gerrit Teunisz van Vechten of the one part and Jan Roose of the other part, who acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Gerrit Teunisz acknowledges that he has let to the aforesaid Jan Roose

twenty-two morgens of woodland lying behind the farm of the *Hooghen Bergh*[1] where Gysbert Cornelisz now dwells, for the term of ten consecutive years commencing on the first of May 1679 and ending on the first of May 1689. The lessor promises to deliver therewith one hundred merchantable boards and two milch cows with calves at their sides; also three horses, to wit, a stallion and two mares; likewise a new wagon and a new plow with ropes and all other appurtenances; and the lessor promises at his own expense to have a morgen of land cleared there before the next fair;[2] furthermore the lessor shall the first two years sow for the lessee, to wit upon the lessor's land, each year ten skipples of wheat, on condition that the lessee shall each year deliver said ten skipples of wheat to him; and the lessor promises to make a proper wagon road from his house to the lessee's house and a proper bridge over the kill, and when the lessee undertakes to build the lessor promises to send a man for eight days and a cart as long as he may need the same. At the expiration of the lease the lessee shall deliver back the aforesaid horses and cattle, or a like number out of the increase, and the remainder of the increase shall be divided between the lessor and the lessee, each receiving a just half, and the aforesaid implements the lessee shall at the end of the lease return in proper working [56] order. The buildings and fences which the lessee shall put up on said land the lessor shall pay for according to appraisal after deducting the one hundred boards which he is to deliver for the same, and the lessor shall receive no rent other than that the land which the lessee shall have cleared during said term shall belong to him, and when the aforesaid term of ten years shall have expired the lessee shall have the perference in leasing [the land] again at a yearly rent of one hundred guilders seawan less than any other person shall be willing to give for the same. The lessor promises to deliver there as many sheaves of thatch as shall be needed for the barn and rick. The foregoing the said contracting parties mutually promise to execute and perform, binding thereto their persons and estates, real and personal,

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[1] This farm was situated on the east side of the Hudson river, near the Mill creek, in the present town of East Greenbush and was occupied by Gysbert Cornelissen van Breuckelen; see *Van Rensselaer Bowier Mss.* p. 769.

[2] Meaning Amsterdam fair, the 22d of September, or else having reference to a local fair to be held either in Albany, or at Greenbush. An act passed on November 11, 1692, provided for two fairs yearly to be held in the city and county of Albany, the first fair to be held at Albany and to commence on the third Tuesday of July, and the second fair to be held at "Crawler" (Crailo), in Rensselaerswyck, on the third Tuesday in October, each fair to last four days and no longer.

nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands in presence of Harmen Jansz and Cornelis Dyckman (called as witnesses hereto), in New Albany, dated as above.

This is the mark X of GERRIT TEUNISZ VAN VECHTEN, made with his own hand

This is the mark X of JAN ROOSE, made by himself

As witnesses:
Harmen Jansz
Cornelis Dyckman

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of land from Gerrit Teunissen van Vechten to Cornelis Dyckman

[57] On this 28th day of September 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Gerrit Teunisz van Vechten, of the one part, and Cornelis Dyckman, of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Gerrit Teunisz acknowledges that he has let to the aforenamed Cornelis Dyckman eighteen morgens of land, to wit, eight morgens of cleared land and ten morgens of woodland, lying southwardly of the farm where said lessor at present dwells,[1] for the time of six following years, which term began on the first of May of this year 1678 and will end in the first of May 1684. With this land the lessor has delivered a stallion, a gelding and two mares and three milch cows, which said lessee shall be holden to deliver up again at the end of this lease, and if one or more thereof happen to die, then he must make good the number delivered to him out of the increase, and the remainder of the increase shall then be divided between the lessee and lessor, to each a just half. The lessor promises to deliver there this present fall a house of at least the length of a board square, and a four-post rick, and in the fall of next year 1679 a barn thirty feet long and twenty-eight feet broad; the lessor has already delivered there a new plow with its appurtenances and must likewise deliver there a new wagon in the spring of 1679,

[1]Apparently referring to a farm on the east side of the Hudson river; see preceding document.

which said effects as well as all other effects which may have been delivered to him according to inventory he shall be holden to deliver up again or the value thereof in as good condition as when he received them; for which aforesaid term (in place of paying rent) the lessee promises to clear yearly, one of said ten morgens of woodland and at the end of the lease in place of eight morgens to deliver up to the lessor fourteen morgens of cleared land [58] properly fenced for horses, cattle or hogs (the land to be delivered over again to the lessor in the year 1683, in stubble). All that is hereinbefore written the aforesaid contracting parties mutually promise to execute and perform, binding therefor their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands in presence of Harmen Jansz and Jan Roose (called as witnesses hereto) in New Albany, dated as above.

This is the mark X of GERRIT TEUNISZ VAN VECHTEN, made with his own hand
CORNELIS DYCKMAN

As witnesses:
Harmen Jansz
This is the mark + of *Jan Roose,* made by himself
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of land from Gerrit Teunissen van Vechten to Harmen Jansen

[59] On this 28th day of September 1678 appeared before me, Adriaen van Ilpendam, notary public, (residing in New Albany), and before the hereinafter named witnesses, Gerrit Teunisz van Vechten, of the one part, and Harmen Jansz, of the other part, who acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Gerrit Teunisz acknowledges that he has let to the aforenamed Harmen Jansz a certain parcel of land comprising about three morgens, lying close by the house where said lessor now dwells, which piece of land was called the *Calver-Wey* (calf pasture),[1] for the term of five con-

[1] Apparently on the east side of the Hudson river; see preceding two documents.

secutive years to begin on the first of May 1679 and end on the first of May 1684, and the lessor promises now at the beginning of the approaching winter to erect a proper fence along the road so far as the land extends; the lessor also shall be holden to provide a wagon and two horses for the lessee every year to draw the manure of his farmstead to said land, to wit, before or after seed-time, and the lessor shall be holden all winter to draw out the manure from the stable to the spot between the rear of the garden and the fence, and every fall to plow said land once and harrow the same twice and every spring the same, but the lessee must hold the plow himself in the spring; for which he promises to pay the lessor as yearly rent sixty skipples of good winter wheat, and the first payment thereof shall be made on the first of May 1679, and so on from year to year on the first of May without any delay. The aforesaid contracting parties hereto bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands in presence of the worthy Jan Jansz Bleycker and Lambert van Valkenburch (called as witnesses hereto) in New Albany, dated as above.

This is the mark X of GERRIT
THEUNISZ, made by himself
HARMEN JANSZ

As witnesses:

Jan Jansz Bleecker

This is the mark + of *Lambert van Valkenburg,* made with his own hand.

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a house and lot at Albany from Patience Story to Gerrit Lansinck

[60 blank; 61] On this 2d day of October 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afterwritten witnesses, the worthy Gerrit Lantsingh, of the one part, and Patients Stoory, wife of Robert Stoory,[1] of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Patients Stoory acknowledges that she has sold

[1] Robert Story died at New York, December 29, 1683. An abstract of his will, dated December 25, 1683, and inventory of his estate are in New York Historical Society, *Collections,* 1892, 25:244.

and now immediately delivers over to said Gerrit Lantsingh a house and lot as it is now inclosed, lying between the houses and lots of Geertie van Schaeyck and Joris Heathcote, here in Albany, on the hill, all free and unincumbered (excepting the lord's right); for which the buyer promises to pay to the seller the sum of twenty-four good, merchantable beaver skins weighing at least five quarters of a pound each, to be paid in the month of August 1679. Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands in presence of Court Messenger Williaem Percker and Willem Lofferidge, junior, in New Albany, dated as above.

PATIENCE STORY
GERRET LANSINCK

As witnesses:
Wm: Parker
William Loueridge Jun:
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Harmen Bastiaensen and Claes Jansen van Rotterdam to build a barn for John Conell

[62 blank; 63] On this 18th day of October 1678 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afterwritten witnesses, Jan Corneel, of the one part, and Harmen Bastiaensz[1] and Claes Jacobsz van Rotterdam,[2] of the other part, who acknowledge hereby that they have agreed and contracted in manner following, to wit: Jan Corneel acknowledges that he has let the contract for a barn at Katskill to Harmen Bastiaensz and Claes Jacobsz van Rotterdam, who have undertaken to build the same according to the specifications of the barn of Harmen van Gansevoort at Catskill, of which Claes Jansz

[1] Harmen Bastiaensen was at New Amsterdam as early as 1639 and on September 13th of that year leased with Evert Evertsen Bisschop and Sybout Claessen the West India Company's sawmill on Noten, now Governor's island. He came to Rensselaerswyck in 1647 and on October 22, 1653, was appointed by Director General Stuyvesant rooymeester, or surveyor, of Beverwyck. His children are entered in the records of the Reformed Dutch Church at Albany under the name of Visscher, but in a power of attorney of June 7, 1675, he refers to his father as the late "Bastiaen Harmensz de Vyselaer." See *New York Colonial Mss.* 1:161; *Court Minutes of Beverwyck*, 1652–56, p. 64, Holland Society of New York, *Year Book*, 1904, 17:3, 5, 70, 74, 79; and p. 428 of this volume.

[2] Claes Jacobsen Groesbeek.

has had the contract, provided that the contractors shall have the benefit of all the hewn timber and shall begin to work thereon in the month of February next $167\frac{8}{9}$ and not stop until the work shall be completed; and the employer promises to take the contractors with their tools with his own sleigh and horses to Katskil and not let them wait for materials. For which said work the employer promises to pay said contractors or their order fifty whole beavers, but can pay the same in good winter wheat as the market shall then be, and promises to pay the just half next spring $167\frac{8}{9}$, and the second instalment, being the remainder, to pay to them or order in the spring of $167\frac{9}{80}$. The employer promises at his own expense to deliver the aforesaid wheat free here on the shore at Albany. The aforesaid contracting parties hereto mutually bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands in presence of Captain Johannes Clute and Claes Lock (called as witnesses hereto), in New Albany, dated as above.

JOHN CONELL
HARMEN BASTIAENS
CLAES JACOBSE

As witnesses:
Johanns Clute
Claes Locq

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of one-half of a house and lot at Albany from Arent van den Bergh to John Conell

[64 blank; 65] On this 22d day of October 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afterwritten witnesses, Arent vanden Bergh, of the one part, and Jan Corneel, of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Arent vanden Bergh acknowledges that he has sold the half of a house and lot and all his interest in said house and lot, to wit, in the half thereof; which said house and lot stand and lie on the hill here in Albany between the houses and lots of Andries Teller and Williaem Percker; which said half house and lot the seller now delivers to the buyer free and unincumbered (but always excepting the lord's right); for which said buyer promises to pay said seller or his order

forty good, whole, salable beaver skins, the same to be paid in the two following instalments, to wit, the first half in the month of June 1679 and the second, being the last instalment, in the month of June 1680.

Said contracting parties hereto bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges; and said buyer specially binds said half house and lot and furthermore generally all his property, nothing excepted. In confirmation whereof they have subscribed this with their own hands in presence of Mr Maerten Crygier, junior, and Maes Cornelisz, coppersmith, called as witnesses hereto, in New Albany, dated as above.

This is the mark AB of ARENT VANDEN BERGH made with his own hand.
JOHN CONEL[L]

As witnesses:
M: Creger
Maes Cornelysz, koperslager[1]
[*Quod attestor*
ADRIAEN VAN ILPENDAM, *Not. Pub.*][2]

Contract of sale of land opposite Claverack from Capt. Johannes Clute to Pieter Bosie and Jan van Loon

[66 blank; 67][3] On this tenth day of December 1678 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Captain Johannes Clute of the first part and Pieter Bosie and Jan van Loon of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted with each other in form and manner following, to wit: Captain Johannes Clute acknowledges that he has sold and Pieter Bosie and Jan van Loon that they have bought a certain parcel of land situated and lying over against the Claverrack as shall appear by the patent (which was granted to Captain Clute, Jan Bruyns and Jurriaen Teunisz

[1] Maes Cornelissen, coppersmith, a son of Cornelis Maessen van Buren.
[2] Manuscript destroyed.
[3] In N. Y. Hist. Soc., *Collections,* 1892, 25:110, appears an abstract of the will of Stoffel Jansen Abeel and Hilletie, his wife, executed before Adriaen van Ilpendam on December 4, 1678, showing that between October 22d and December 10th, there are one or more pages missing in this volume of *Notarial Papers.*

by the honorable Governor General Richard Nicols),[1] to wit, his just third part of the whole land which belongs to him, Captain Clute, in company with the Honorable Major Abraham Staas and Meyndert Fredericsz; excepting that piece of land which said Captain Clute has presented and assigned to the daughter of Harmen Thomasz, shoemaker,[2] and what besides said Captain Clute and Jurriaen Teunisz and Meyndert Fredericsz have sold to Maerten Gerritsz. The said seller delivers the said land to the buyers immediately, for which said buyers promise to pay the aforenamed seller or his order the sum of fifty whole, salable beaver skins in good winter wheat at market price, to be delivered free here in Albany within the next ten following years, each year five whole beavers or wheat as aforesaid, of which the first payment shall be made on the first of May 1679 and so on from year to year; and the seller promises to said buyers at the end of said ten years properly to convey the land, free and unincumbered (saving the Lord's right). In confirmation of which they have subscribed this with their own hands without craft or guile in presence of the Court Messenger Williaem Percker and Captain Hans Hendricsz, called as witnesses hereto, in New Albany, dated as above; binding thereto their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges.

JOHANNS CLUTE
This is the mark of + PIETER BOSIE,
made by himself
JAN VAN LOON

As witnesses:
Wm Parker
Hans Heindricsz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] This patent, dated May 25, 1667, was for a tract of land on the west side of the Hudson river, near Athens, N. Y. The land became afterwards known as Loonenburg and a new patent for it was issued on June 2, 1688, by Gov. Thomas Dongan; see *History of Greene County*, pub. by J. B. Beers & Co., New York 1884, p. 152–60. On page 194 of the same *History* it is stated that Jan van Loon "is supposed to have come from Holland about 1686." This is incorrect. Jan van Loon is entered in the marriage records of the Reformed Dutch Church of New York under date of 1676 as a young man from "Luyck," which is the Dutch name for Liége, in Belgium. In spite of his Dutch name, he was evidently a Walloon and spoke French, for in a "List of the Heads of Families in the City and County of Albany," dated June 16, 1697, printed in Munsell's *Annals of Albany*, 9:88, he is given as a Papist and a Frenchman. Pieter Bosie, who in other places seems to be referred to as Pieter the Frenchman, may also have been from Luyck.

[2] Wyntje Harmens, the daughter of Harmen Thomassen Hun; see *Early Records of Albany*, 2:119–22.

Will of Gerrit Harttenberch and his wife Jaepje Schepmoes (incomplete)

[68 blank; 69] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ 1678, on the 24th day of the month of December, about 4 o'clock in the afternoon, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmond Andros in behalf of His Royal Highness James, Duke of York, governor general over all his territories in America), and before the hereinafter named witnesses, came and appeared the worthy Gerrit Hardenbergh,[1] born at Maerssen, and the virtuous Jaepie Schepmoes, born in New York, married people here in New Albany dwelling, well known to me, the notary, both being sound in body, walking and standing, and having perfect use and command of their faculties, reason, memory and understanding to all outward appearances; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof and wishing therefore to dispose of their temporal effects to be left behind while they (through God's grace) may have the power, and which they both do of their own free will and inclination without persuasion or misleading of any persons, have now ordained and determined this their mutual last will and testament in form and manner following: First and foremost commending their immortal souls (whenever they shall be separated from their bodies) to the gracious and merciful hands of God, their Maker and Savior, and their bodies to a Christian burial; likewise revoking, annulling and canceling hereby all and every such testamentary disposition and bequests as they may have heretofore made and executed, holding the same as null and of no effect and now making a new disposition, they, the appearers and testators, out of mutual and particular love which in their marriage estate they have borne and still bear for each other, reciprocally declare that they [70] nominated and instituted, as hereby they do, the survivor of both of them as their sole and universal heir to all the property, as well real as personal, claims, credits, money, gold, silver, coined and uncoined, jewels, woolens, and linen, household furniture, etc., nothing excepted, which either one of them first dying shall leave behind, as well in this country as elsewhere, to do therewith as

[1] He signs his name sometimes "Hœrttenberch," and sometimes "Harttenberch."

with his or her own absolute property, without contradiction or opposition from any persons; willing likewise that no one whosoever he may be, whether magistrates, orphan masters, relatives or others shall have authority to demand any accounting or inventory of the estate, much less security or sureties for the same, but on the contrary they appoint the survivor guardian and master or mistress of all their children and property so long as the same shall remain in his or her widowed condition; and if so be that the survivor again enter into wedlock, he or she shall be holden a just half thereof (as the same shall then be found) to settle upon the children left behind and in case one or more children die after the settlement then shall this child's or children's portions be inherited by the remaining children, and in case the survivor die unmarried, then the children shall have all the estate left behind, the same to be divided among them share and share alike; but the youngest child or children must be brought up out of the undivided estate until they are 8 years old and then all the other children shall receive a like portion. And the survivor shall be holden to bring up the children in the fear of the Lord, and (so far as possible) have them taught reading and writing and some handicraft by which they may earn their living; to which end he or she shall receive the income and profits of their portions until they come to maturity or marriage estate; if the testator die first, then the son or sons left behind shall receive all their father's clothes, both linen and woolen, which belonged to his body; and if the testatrix die first, then the daughters left behind . . . [the rest wanting].

Bill of sale from Meus Hoogeboom to Claes van Petten of a half interest in the sloop Royal Lock

[71] On this 21st day of January 167⅞ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Meeuwes Hoogheboom of the first part and Claes van Petten of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Meeuwes Hoogeboom acknowledges that he has sold to Claes van Petten the half of his sloop (named *de Royael Lock*[1]) at present lying here close by New Albany in Steeven's kill, which aforesaid half-interest in the sloop the seller now delivers to the buyer with the half of all

[1] The Royal Lock. In a subsequent bill of sale from Meus Hoogeboom to Hendrick Abelsen and Nanning Harmensen, dated June 30, 1684, the sloop is called *De Royael Ock*, which would seem to be intended for "The Royal Oak."

its appurtenances, free and unincumbered, to wit, with sails, ropes, anchors, pot and kettle, bowls, and all the things which were used by the seller last year, together with the boat; for which said buyer promises to pay to the aforenamed seller or his order the sum of one hundred and eighteen good, whole, salable beaver skins at eight guilders the beaver, but he may pay the half of said beavers in good winter wheat at market price when the payment shall be made; it is stipulated that the first payment, a fourth part, shall be made in the month of May 1679, in good winter wheat; a second fourth part in the month of August of the same year 1679, in beavers; the third fourth part in the month of May 1680, again in good winter wheat, and the fourth or last fourth part again in beavers in the year 1680 in the month of August. The aforesaid contracting parties have expressly stipulated that if one of them should desire to sell his half of said sloop, the party that owns the other half shall have the refusal thereof. The aforesaid contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of Jurriaen Teunisz van Tappaen and Pieter Meesz Vrooman (called as witnesses hereto) in New Albany, dated as above.

MEEUS HOOGEBOOM
CLAES VAN PETTEN

As witnesses:
Jure Jan Tunsen
Pieter Meesen Vrooman
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale from Claes van Petten to Meus Hoogeboom reconveying a half interest in the sloop Royal Lock

[72] On this 6th day of August 1679 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afterwritten witnesses, Meeuwes Hoogeboom, of the one part, and Claes van Petten, of the other part, who hereby acknowledge that they have in all love and friendship agreed and contracted in manner following, to wit: Claes van Petten acknowledges that he has sold and Meeuwes Hoogeboom that he has bought the half of the sloop (named *de Royael Lock*) with all her appurtenances as said Claes van Petten bought the same of said Meeuwes Hoogeboom on the 21st of January 167$\frac{8}{9}$ and said Claes van Petten now conveys the said half sloop with boat and all that belongs thereto

free and unincumbered; for which said buyer promises to pay to said seller one hundred and ten good, salable beaver skins at eight guilders the beaver; the half can be paid in good wheat at beavers price, in two instalments, the first cash down, and the second in August 1680; but all the outstanding claims (which they have earned together with the sloop) they shall collect together and each shall receive a just half thereof.

Said contracting parties hereto bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of Jurriaen Jansz[1] van Tappen and Stoffel Jansz Abeel, called as witnesses hereto, in New Albany, dated as above.

Claes van Petten
Meeus Hoogeboom

As witnesses:
Jure Jan Tunsen
Stoffel Jansz Abeel
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Will of Storm van der Zee and Hilletie Lansingh, his wife

[73] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ $167\frac{8}{9}$, on the 24th day of the month of February, about 11 o'clock in the forenoon, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmond Andros in behalf of His Royal Highness James, Duke of York, governor general of all his territories in America) and before the hereinafter named witnesses, came and appeared the worthy Storm van der Zee, being at present sick in body, and his wife, Hilletie Lantsingh, at present sound in body, but both having perfect command and use of their faculties, reason, memory and understanding to all outward appearance; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, and therefore desiring to dispose of their temporal effects to be left behind while (by God's grace) they are able, which they do of their own free will and inclination, without persuasion or misleading of any persons, have ordained and determined this their

[1] Thus in the original.

last will and testament in form and manner following: First and foremost commending their immortal souls (whenever the same shall be separated from their bodies) to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial, likewise hereby revoking, annulling and canceling all and every such testamentary disposition and bequests as they have jointly and severally heretofore made or executed, holding the same null and of no effect and now making a new disposition, they, the appearers and testators, out of mutual and particular affection which they in their marriage estate have borne and still bear toward each other, reciprocally declare that they have nominated and instituted, as hereby they do, the survivor of the two as their sole [74] and universal heir to all their property, real and personal, claims, credits, money, gold, silver, coined and uncoined, jewels, clothing, linen and woolens, household furniture, etc., nothing excepted, which the one first dying shall leave behind, whether in this country or elsewhere, to do therewith as with his or her own absolute property, without opposition or contradiction from any persons; willing likewise that no one whosoever he may be, whether magistrates, orphan masters, relatives or others, shall have the right to demand of the survivor any accounting or inventory of the estate, so long as the same shall remain in his or her widowed condition, much less security or sureties; and if so be that the survivor again enter into wedlock, he or she shall be holden to settle a just half of the estate (as the same may then be found) upon the children left behind that they may each and all receive, share and share alike, their legitimate portion of their father's or mother's estate; provided that the survivor shall receive the income and profits thereof until the children arrive at maturity or marriage estate, until which time the survivor shall be bound to bring them up in the fear of the Lord and to have them taught reading and writing, together with some handicraft whereby they may earn their living under God with honor. All that is hereinbefore written, they, the appearers, declare to be the last will and testament of them both, willing and desiring that after the death of one of them the same may have full force and virtue, whether as testament, codicil, donation, gift in anticipation of death or otherwise as the same may best be carried out, notwithstanding that some formalities required by law and usage may not have been observed herein, desiring that the utmost benefit may be enjoyed herefrom and that one or more instruments hereof in proper form may be made and delivered to be used as occasion requires. Thus done and executed in New

Albany at the house of the appearers, in presence of Jacob van Noorstrant and Steeven Jansz Coningh, called as witnesses hereto, the year, month, day and hour aforesaid, and subscribed by the same.

STORM VAN DER ZEE
HILLETIEN LANSINCK

As witnesses:
Jacob Jansen van Nortstrent
This is the mark + of *Steeven Jansz Coninck,* made with his own hand
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Claes Jansen van Baren to build a house for Capt. Hans Heindricksen

[75 and 76 blank; 77] On this 28th day of February 167$\frac{8}{9}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, (and before the afternamed witnesses) Captain Hans Heyndricsz, of the one part, and Claes Jansz van Baren,[1] of the other part, who acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Claes Jansz acknowledges that he has contracted to build for Capt. Hans Heyndricksz a house 22 feet in breadth, or so broad as the timber which said Claes Jansz has seen there will allow, in length on the west side 15 feet and on the east side about 18 feet, but all in proportion as the work will allow; to make therein two door frames and two [window] frames with crossing transom and mullion,[2] the ceiling matched and planed and the floor laid and planed, stairs to the garret and a window with two lights in the garret, the roof covered with overlapping clapboards and a common mantelpiece; furthermore properly to hang the doors and windows and in all to make and put up three gutters, one on said house, one between this house and the large house and one on the west side of the large house where said Capt. Hans Heyndricsz dwells; moreover to make the house tight on all sides and also to

[1] Probably intended for Baarn, a village in the province of Utrecht, Netherlands.

[2] *Twee cruys-cosynen;* meaning windows with four lights, as distinguished from *bol-cosynen,* which have no mullion in the center and consequently contain but two lights, an upper light with stationary sash and a lower light with swinging sash. Owing to the peculiar use of the word *bol,* which ordinarily means "convex," the term *bol-cosyn* has frequently been translated as "bay-window," thus giving an erroneous impression of the construction of the early Dutch houses.

make a proper gate on the east side and half the fence between Adriaen van Ilpendam and the lot of said Capt. Hans Heyndricsz; furthermore properly to lay the floor in the old house, in the provision cellar and in the kitchen cellar; to saw off the posts in the kitchen cellar, to wit, in the rear of the same and the front on the south side of the old house to repair. The contractor promises to begin within three weeks from now and not to stop until said work is completed; for which work said Capt. Hans Heyndricsz promises to pay said contractor (when said work shall be completed) the sum of twelve good, whole, salable beaver skins. Said contracting parties hereto bind their persons and estates, nothing excepted, submitting the same to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands in presence of Barent Meyndersz and Frans Jansz Pruyn (called as witnesses hereto) in Albany, dated as above.

Claes Jansen
Hans Heindricsz

As witnesses:
Barent Meyndersz
Frans Jansen Pruyen
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at Schenectady from Willem Teller to Claes Willemsen Coppernol

[78 blank; 79] On this 12th day of April 1679 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afternamed witnesses, Mr Willem Teller, who declares that he has let and Claes Willemsz Coppernol that he has hired a certain, the lessor's farm, lying at Schanechtade, with all the farming implements according to the inventory to be made thereof, upon the following terms: The lease shall commence on the first day of June next, at which time shall be delivered the horses, cows and hogs together with the buildings and implements of which the lessee shall from that time on for the period of six consecutive years bear the risk and expense. The lessor shall deliver with said farm five geldings and three mares and five milch cows, which horses and cattle shall all together be kept as to risk and increase according to the praiseworthy custom of Rensselaerswyck; also two sows about two years old, for which the lessee must deliver yearly to the lessor a hog fit for slaughter, except the first

year; furthermore a suitable dwelling house, barn and wagon shed, all roof-tight, with three grain ricks, all in good condition. The lessor shall also be holden to deliver the farmstead and the pasture land properly inclosed with a good, tight fence and to have the manure of the farm carted away clean; likewise to make a fence for the garden on the flat. Furthermore he shall furnish four wagons in good repair, of which two are to have the ironwork complete, one is to have iron axles without bushings and one is to be a wooden wagon; two plows in working order with their appurtenances, one harrow, two sleds, of which one is a wood sled and the other a freight sled, and all the necessary implements not hereinbefore mentioned. The aforesaid farmland is at present sown with sixty-six skipples of winter wheat and the remainder shall in proper time be sown with summer grains according to the pleasure of the lessee, who at the end of his lease must put the like amount of grain in the ground, skipple for skipple. The lessor shall as a fair rent during the said six next following years receive each year one hundred and sixteen skipples of good winter wheat, the first payment of which shall be made next year 1680 in January, February and March, and so on promptly every following year, the payments to be made in Albany, with three days' wood-hauling yearly, the delivery of two cows and twenty-four pounds of butter for all the cattle, excepting the first year. The lessor [80] shall also receive every year the just half of the apples which grow in the orchard, the same to be delivered here in Albany by the lessee; but the lessor reserves the upper chamber of the dwelling house for the use of himself and his family. Furthermore the lessee shall be holden to defray himself, without charge to the lessor, all taxes and charges which shall be laid on said farmland or the common village during the term of this lease, but in case of attack by enemies or war (which is not to be hoped) he shall be free from all [obligation], that is, in case of being driven off or expelled, or in case anything be lost in such calamities or distress. At the expiration of his lease, the lessee shall be holden to redeliver everything comprehended in this lease in good condition, wear and tear excepted, together with a clean farmstead, just as the same shall be delivered to him. For the performance of which the said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which they have subscribed this with their own hands (in presence of the worthy Jurriaen Teunisz van Tappaen and Anthony van

Schayck, called as witnesses hereto) in New Albany on the date above written.

WILLE[M] T[EL]LER
CLAES WILLEMSE

As witnesses:
Jure Jan Tunsen
Antony van Schaick

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture whereby Elisabeth de Honneur binds her son Abraham Jansen to Gerrit Visbeeck for the term of eight years

[81] On this 5th day of May 1679, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afterwritten witnesses, the worthy Gerrit Visbeeck, of the one part, and Elisabeth Gerritsz De Honeur, of the other part, who acknowledge that they have agreed and contracted in all love and friendship in manner following, to wit: Said Elisabeth Gerritsz acknowledges that she has hired out her little son named Abraham Jansz (who is now about ten years of age) to said Gerrit Visbeeck, to perform all proper labor to the best of his ability with all diligence and faithfulness for the time of eight consecutive years, which time began on Amsterdam Fair-day[1] 1677, and is to end on Amsterdam Fair-day 1685; and said Gerrit Visbeeck promises to furnish said youngster during said time with proper food and clothes, woolen and linen, to teach him to read and at the end of said term of service, besides his work day and Sunday suits, to give him a new suit of clothes, a new hat, a pair of new stockings and shoes, six good new shirts, a cow three years old and six new cravats.

For the performance of which said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of Jan Verbeeck and Hans Dreeper (called as witnesses hereto), in New Albany on the date above written.

GERRET VISBEECK
This is the mark + of ELISABETH GERRITSZ DE HONEUR, made with her own hand

As witnesses:
Jan Verbeeck
Hans Dreper

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] September 22d.

Lease of a house and lot in Albany from Wynant Gerritsen van der Poel to John Gilbert

[82 blank; 83] On this 12th day of May 1679 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany) and before the afternamed witnesses, Wynant Gerritsz vander Poel of the one part and Jan Gilbertsz of the other part, who acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Wynant Gerritsz acknowledges that he has let and Jan Gilbertsz that he has hired a certain house and lot where the lessee now dwells here in Albany (and has leased until the first of June this year 1679) and the said lessor now lets said house and lot again to said lessee for the time of the next following eleven months, which time shall begin on the first day of June of this year 1679 and shall end on the first day of May 1680; for which the lessee promises to pay the lessor or his order eleven good, whole, salable beaver skins, or the value thereof in good strung seawan, or good winter wheat as the market shall then be, all to be paid punctually quarter yearly; but the lessee must deliver the wheat free at the lessor's house without any expense to the lessor. Also, the lessee acknowledges that he shall be indebted for rent (when the first day of June of this year 1679 shall come) in the sum of thirty guilders and six stivers in beavers, which sum he shall then be holden to pay in the same manner as is stipulated for the new rent. Said contracting parties promise to execute and perform what is hereinbefore written under pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which they have subscribed this with their own hands (in presence of Mr Abraham van Tricht and Jacob Abrahamsz Kuyper, called as witnesses hereto) in New Albany, dated as above.

WYNANDT VAN DR POELL
JOHN GILBERTT

As witnesses:
Abram van Tricht
Jacob Abrahamsen
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a house and lot in Albany from Jacob Tyssen van der Heyden to Tierck Harmensen

[84 blank; 85] On this 13th day of May 1679 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany,

and before the afterwritten witnesses, Jacob Tysz vander Heyden, of the one part and Tirck Harmensz of the other part, who acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Jacob Tysz acknowledges that he has sold to said Tierck Harmensz a certain house and lot standing and lying here in New Albany and at present inhabited by Sheriff Gerard Swart; and the seller promises to deliver said house and lot to said buyer on the first of May 1680, with all his rights and privileges thereto belonging as it lies in its fence, with all that is fast by earth or nail (excepting the little apple trees), free and unincumbered (excepting the lord's right). The buyer promises to pay the seller or his order therefor the sum of one hundred and twenty-six good, whole, salable beaver skins at eight guilders apiece, but the same can be paid in good winter wheat or good, salable boards, all as the market shall then be, the same to be paid in the following instalments, to wit, the just half of said sum, being sixty-three beavers or the value thereof as aforesaid, on the first of May 1680 on the delivery of said house, the third quarter part on the first of May 1681, and the last quarter part on the first of May 1682, in the same manner as aforesaid.

Said contracting parties hereto bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands (in presence of Jan van Loon and Albert Jansz Ryckman called as witnesses hereto), in New Albany, dated as above.

Jacob They[s]en vander Heyden
This is the mark + H of Tierck Harmensz, made by himself

As witnesses:

Jan van Loon
Albert Ryckman

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a house and lot in the Esopus from Juriaen Teunissen Tappen to Capt. Thomas De Lavall

[86–88 blank; 89] On this 26th day of May 1679 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afterwritten witnesses, Jurriaen Teunisz van Tappen of the one part and the Honorable Captain Thomas

De Laval of the other part, who hereby acknowledge that they have agreed and contracted in manner following, to wit: Jurriaen Teunisz acknowledges that he has sold and said Honorable De Laval that he has bought a certain house and lot with all his rights and privileges thereto belonging, standing and lying in the Esopus at Kinghstoun, over against the house where at present the domine dwells, and said Jurriaen Teunisz delivers said house and lot (as he has received the same from the Honorable Willem Beeckman) to said Mr De Laval, to be taken possession of by him so soon as he shall make his next visit thither, all free and unincumbered (except the lord's right); for which said house and lot said Jurriaen Teunisz acknowledges himself to be fully paid and satisfied. Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of the Honorable Captain Salisbury and Willem Siae (called as witnesses hereto) in Albany, dated as above.

JureJan Tunsen Tappen
Tho: D. Lavall

As witnesses:

Silve: Salisbury
Wm Shaw, witness

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Agreement whereby Benjamin Roberts binds the children of Carsten the Noorman to serve Claes Teunissen in the Esopus during the harvest

[90–92 blank; 93] On this 14th day of June 1679 appeared before me, Adriaen van Ilpendam, notary public (residing in Albany), Beniamen Robbertsz of the first part, and Claes Teunisz of the second part, in presence of the Honorable Jan Fynaghen, elder, and the Honorable Jan Jansz Bleecker, deacon of this Christian Reformed Church here, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Claes Teunisz acknowledges that on this date he has given freedom to the children of Carsten De Noorman, who have until this date dwelt with him in the Esopus, to wit, a son of said Carsten De Noorman named Teunis Carstenz, now about eighteen and a half years old, and a daughter of said Carsten named Lysbeth

Carstens, now aged about fourteen years; which said contracting parties mutually acknowledge that all claims on said children are annulled and canceled; furthermore said contracting parties are now on this date agreed that said Teunis Carstensz shall continue to dwell with said Claes Teunisz and help him during the whole harvest of this present year, he paying therefor the ordinary wages given by others, said money to be paid to the honorable consistory in the Esopus at Kinghstoun, who are authorized to receive the same; and for the time before the harvest which said young man may serve shall said Claes Teunisz pay according to the common wage 3 guilders a day to said honorable consistory, on condition that said master during the aforesaid time shall provide said young man with all proper food and drink and said young man with all diligence and faithfulness shall serve out said time; and said daughter Lysbeth Carstens shall be holden to dwell with said Claes Teunisz through the harvest of this present year and he to pay her therefor what is reasonable. Said contracting parties mutually promise to execute and perform what is hereinbefore written under pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in New Albany, on the date above written.

This is the mark R of BENIAMIN ROBBERTSZ, made by himself

This is the mark + of CLAES TEUNISZ, made by himself

As witnesses:

Jan Vinhaeghen
Jan Jansz Bleecker

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a house and lot in Albany from Gerrit Harttenberch to Jan Jansen Ouderkerck and Jeronimus Wendel

[94 blank; 95] On this 30th day of June 1679 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter written witnesses, Gerrit Hardenbergh, of the one part, and Jan Jansz Ouderkerck and Jeronimus Wendel, of the other part, who hereby acknowledge that they have agreed and contracted in manner following, to wit: Gerrit Hardenbergh acknowledges that he has sold to said Jan Jansz Ouderkerck and

Jeronimus Wendel a house and lot and all his rights and privileges thereto belonging, standing and lying on the hill on the north side of the house of Mr Cornelis Steenwyck and on the south side of the house and lot of Harmanus Burgersz; and said buyers promise to pay cash for said house and lot (so soon as it is delivered to them) the entire sum plus the auction fees for which he has just now purchased the same at vendue, and moreover they promise to pay Gerrit Hardenbergh five whole, good, salable beaver skins. The said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands (in presence of Jacob Sandersz and Aernout Cornelisz Viele, called as witnesses hereto) in New Albany, on the date above written.

G. Harttenberch
Jan Ouderkerck
Heronimus Wendel

As witnesses:
Jacob Sanders Glen
Arnout Corn: Viele

In my presence,
Adriaen van Ilpendam, *Not. Pub.*

Will of Rutger Arentsen, shoemaker

[96 blank; 97] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ 1679, the 30th day of the month of June, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmond Andros in behalf of his Royal Highness James, Duke of York, governor general over all his territories in America) and before the afternamed witnesses, came and appeared the worthy Rutgert Arentsz *Schoemaecker,*[1] born in the Twent at Denekamp,[2] well known to me, the notary, being still reasonably sound of body, walking and standing, and having perfect use and command of his faculties, reason, memory and understanding; which appearer, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, desiring

[1] Rutger Arentsen, or Aertsen, the shoemaker, not to be confused with Rutger Arentsen, the tailor, who died in Beverwyck in 1654; see *Early Records of Albany,* 1:201, 390.

[2] Denekamp is a village in the district of Twenthe, in the province of Overysel, Netherlands.

therefore to dispose of his temporal effects to be left behind while he yet (through God's grace) is able, as he does of his own free will and inclination, without persuasion or misleading of any person, has now ordained and determined this his last will and testament in form and manner following: First and foremost commending his immortal soul (whenever it shall be separated from his body) to the gracious and merciful hands of God, his Maker and Savior, and his body to a Christian burial; at the same time revoking, annulling and canceling hereby all and every such testamentary disposition and bequests as he heretofore may have made and executed, holding the same as null and of no effect, and now making a new disposition, he therefore declares that he has nominated and instituted, as he hereby does, his brothers and sisters, or his brothers' and sisters' children in their fathers' or mothers' place, to wit, his brother Jan Scholten, dwelling in the Twent at Denekamp, and the children left by his late brother Lambert Aertsz, and the children left by his late brother Aleff Aertsz, as also his sister Gebbecke Aerts D^r^. and his sister Aeltie Aerts D^r^.[1] as the sole and universal heirs to all the property or monies to be left behind in this country as well as elsewhere, each to share therein equally with the others, and the testator declares expressly [98] that there is due to him from Heyndrick Jurriaensz Schilt, flax dealer, dwelling at Amsterdam in the St Nicolaes street, the sum of nine hundred guilders, the obligation for which is in the hands of the worthy Jan Ahuys, wine merchant, dwelling on the corner of the New Vysel street at Amsterdam; furthermore the testator hereby gives special and general power to Adriaen Gerritsz van Papendorp to settle the estate to be left behind and to turn over to the aforesaid lawful heirs or their attorneys the proceeds from the sale of the effects to be left behind, provided that the said Mr Adriaen Gerritsz shall receive a proper compensation for the services to be rendered by him. All that is hereinbefore written the testator declares to be his last will and testament, desiring that after his death the same may have full force and virtue, whether as testament, codicil, donation, gift in anticipation of death, or otherwise as may be most

[1] Meaning: Gebbecke Aert's daughter and Aeltie Aert's daughter, or Gebbecke and Aeltie, the daughters of Aert. In "Abstracts of Wills," in N. Y. Hist. Soc., *Collections*, 1892, 25:66, appears the confirmation of Adriaen Gerritsen van Papendorf as executor, under date of January 14, $16\frac{79}{80}$, in which the first of the two sisters is referred to as "Rebecca." However, Gebbeke, or Gepke, apparently the diminutive of Gebbe or Gabbe, is a good Dutch name and doubtless correct.

appropriate, although some formalities demanded by law and usage may not have been fully observed herein, desiring the utmost benefit to be enjoyed herefrom, and that one or more instruments hereof in proper form may be made, to serve as occasion may require.

Thus done and executed in New Albany at the house of Mr Adriaen Gerritsz van Papendorp and by the appearer with his own hand subscribed in presence of Mr Andries Teller and Mr Johannes Provoost, magistrates of this place, the year, month and day aforesaid.

RUT ARENTZEN

As witnesses:

A. Teller
Johannes Provoost

In my presence,

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale from Jacob Loockermans to Jan Joosten for one-half of the sloop Princess

[99] On this 20th day of August 1679 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, Jacob Loockermans of the one part and Jan Joosten[1] of the other part, who acknowledge hereby that in all love and friendship they have agreed and contracted in form and manner following, to wit: Jacob Loockermans acknowledges that he has sold and Jan Joosten that he has bought the half of a sloop named the *Princess,* which said sloop, to wit, the half of the same, with all her belongings, sails and tackling, boat and all appurtenances, as she at present sails, together with sixty-five ells of good Holland sailcloth, said Jan Joosten accepts; which said half sloop (which is at present at Boston) he, Jan Joosten, now takes and receives at his own risk; for which said Jan Joosten promises to pay to said Jacob Loockermans or his order the sum of one hundred and thirty-eight good, whole, salable beaver skins and a gun; to wit, the gun shall be delivered to said Loockermans in the morning and the payment for said half sloop shall be made in two instal-

[1] Professor Pearson here supplied the name "van Covelens," but in so doing he seems to have confused him with Jacob Joosten van Covelens, mentioned in *Early Records of Albany,* 1:290. Jan Joosten was a skipper at New York; see *Early Records of Albany,* 1:451, and *Records of New Amsterdam,* 4:176.

ments, the first of which shall be paid in August of the year 1680 and the second, being the last instalment, in the month of August 1681. Said contracting parties bind hereto their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of Jacob Tysz vander Heyden and Marcellis Jansz (called as witnesses hereto). In New Albany, dated as above.

Jacob Lokermans
Jan Joosten

As witnesses:

Jacob Theysen vander Heyden
Maercelys Jansen

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Dirck Albertsen Brat and John Gilbert of one-half of a house and lot in Albany

[100 blank; 101] On this eleventh day of September 1679 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Dirck Albertsz Brat of the one part and Jan Gilbertsz of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Dirck Albertsz Brat acknowledges that he has sold the half of a house and lot and all his right and title to said half house and lot (which is lying and standing on the hill here in New Albany between the houses and lots of Mr Andries Teller and Williaem Percker) to said Jan Gilbertsz; which said half house and lot said seller now delivers at once to said buyer free and unincumbered (but excepting the lord's right), provided the seller may dwell in said house free of rent through this present month of September; for which said buyer promises to pay the aforesaid seller, or to his order, thirty good, whole, salable beaver skins at eight guilders apiece, the same to be paid punctually in the month of September 1680. The aforesaid contracting parties hereto bind their persons and estates, personal and real, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof said contracting parties (in presence of the Honorable Sheriff Richard Pretty and

Maes Cornelisz, coppersmith) have subscribed this with their own hands in New Albany, on the date above written.

DYRCK ALBERTSZ BRAT
JOHN GILBERTT

As witnesses:

Rich[d] Pretty
Maes Cornelysz, koperslager

In my presence,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Jan Thomassen from Witbeeck and Geertruyt Andries, his wife

[102 blank; 103] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ one thousand six hundred and seventy-nine, on the twenty-first of the month of October, before me, Adriaen Ilpendam, notary public residing in Albany in America (appointed by the Right Honorable Edmond Andros, in behalf of His Royal Highness James, Duke of York, governor general over all his territories in America), and before the hereinafter named witnesses, came and appeared the worthy Jan Thomasz, born at Witbeeck in Holsteyn[1] (being at present sick in body), and his virtuous wife Geertruyt Andries's daughter, born at New York, being sound of body, both dwelling at Paepsackane, about an hour's journey from New Albany, well known to me, the notary and the undersigned witnesses, both having perfect command and use of their faculties, memory and understanding, to all outward appearance; which appearers, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, and therefore desiring to dispose of their temporal estate to be left behind while they yet (through God's grace) may be able, both doing so of their own free will and motion, without persuasion or misleading of anyone, have now

[1] In the entry relating to the registration of the bans of his marriage to Geertruyd Andries, under date of June 10, 1648, in the Reformed Dutch Church of New York, Jan Thomassen is given as "van Oostenvelt." This undoubtedly refers to Ostenfeld, a village in the former duchy of Sleswick, a few miles east of Husum, and in the immediate vicinity of Wittbek, which, in spite of the reference to Holsteyn, must be the place intended in the present will. Jan Thomassen was at an early date associated with Volckert Jansen Douw, one of the witnesses to this will, who came from Frederickstadt, or Stapelholm, both but a few miles south of Wittbek and Ostenfeld.

ordained and determined their last will and testament in manner following: First and foremost, they commend their immortal souls (whenever they shall be separated from their bodies) to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial; likewise [104] revoking, annulling and canceling all and every testamentary disposition and bequest which they may have heretofore separately made and executed, holding the same as void and of no effect and now making a new disposition, these appearers and testators, out of mutual and particular affection which during their married life they have constantly borne and now do bear for each other, mutually declare that they have appointed and instituted, as they hereby do appoint and institute, the survivor of the two as their sole and universal heir to all their property, real and personal, claims, credits, money, gold and silver coined and uncoined, jewels, linen and woolen clothing, household furniture, etc., nothing excepted, which either one dying first shall leave behind in this country or elsewhere, to do therewith as with his own and absolute property, without contradiction or opposition of any one. Furthermore, no persons whosoever, whether magistrates, orphan masters, relatives or others shall have the right to demand of the survivor an accounting or inventory of the property so long as he or she shall remain a widower or widow, much less any bond or security for the same; and if so be that the survivor shall again enter into wedlock, he or she shall be holden to settle a just half of the estate (as it shall then exist) upon the children left behind, in order that each and all of them, share and share alike, may receive their legitimate portion of their father's or mother's estate, provided that the survivor shall receive the income and profits thereof until the children attain their majority or marry, until which time the survivor shall be bound to bring them up in the fear of the Lord and so far as possible have them [105] taught reading and writing and some trade whereby under God they may earn their living with honor. All that is hereinbefore written the appearers declare to be their last will and testament, desiring that after the death of either of them the same may have full force and effect, whether as testament, codicil, donation, gift in anticipation of death, or otherwise, as may be most appropriate, notwithstanding some formalities required by law or custom may not have been fully observed herein; desiring that the utmost benefit may be received herefrom and that one or more instruments hereof in proper form may be made and delivered as occasion may require.

Thus done and executed at Paepsackane at the house of the testators, who in presence of the worthy Capt. Volckert Jansz Douw and the worthy Jan Andriesz, trustworthy witnesses hereto called, have subscribed this with their own hands at Paepsackane, on the date above written.

JAN THOMAESZ

This is the mark X of GEERTRUYT ANDRIES's daughter, made with her own hand

As witnesses:
Volckart Jansz Douw
Jan Andriesen

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of Lambrecht Sickels to Meyndert Fredericksen to learn the smith's trade

[106 blank; 107] On this 9th day of February 16$\frac{79}{80}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany) and before the hereinafter named witnesses, Meyndert Fredericsz of the one part and Sacharias Sickels of the other part, who hereby acknowledge that they have agreed and contracted in manner following, to wit: Sacharias Sickels acknowledges that he has hired out his son named Lambrecht Sickels (now about 14 years of age) to said Meyndert Fredericsz for the term of six consecutive years commencing on the 1st of December 1679 and ending on the 1st of December 1685. And said master promises to provide said boy during the aforesaid term with proper food and linen and woolen clothing, etc.; also to teach him the smith's trade as well as he shall be able and to send him to the evening school for three winters, namely, two months each winter, and pay the school tuition; and at the end of said term said master promises to give him a suitable Sunday and workaday suit of clothing, six shirts, a pair of new shoes, a new hat, a pair of new stockings and a chest, but the aforesaid father promises to have said boy's washing done, provided he, Meyndert Fredericsz, shall now furnish a cask of soap to wash with during the six years. And said father promises that the said boy during the said term shall (with God's help) serve said master with all diligence and obedience and faithfulness, as well in the smith's trade as in all other proper work, and the aforesaid youngster promises to do the same (as aforesaid).

Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which they have (in presence of Stoffel Jansz Abeel and Hans Dreeper, called as witnesses hereto) subscribed this with their own hands in New Albany, the date above written.

ZACHARIAS SECKELSZ

This is the mark $\frac{F}{M^{\circ}}$ of MEYNDERT FREDERICSZ, made by himself

As witnesses:

Stoffel Jansz Abeel
Hans Dreeper

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a parcel of land, with house, barn and farm implements from Sweer Teunissen van Velsen to Maerten Jansen, skipper

[108 blank; 109] On this 24th day of February $16\frac{7}{8}\frac{9}{0}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, Sweer Teunisz van Velsen of the one part and Maerten Jansz, skipper, of the other part, who hereby acknowledge that they have agreed and contracted in manner following, to wit: Said Sweer Teunisz van Velsen acknowledges that he has let and said Maerten Jansz that he has hired a certain parcel of land and all the rights and privileges belonging thereto, with house and barn, a good plow and a harrow with iron teeth, all of which heretofore Jacob Hevick has had possession of, for the time of the next six following years, but the lessor as well as the lessee may cancel the lease as soon as the first three years have expired and the lessor expressly stipulates that in case Jacob Hevick happens to die before the first of May 1680, this contract shall at once be annulled. Furthermore, said lease shall begin on the first day of May 1680; for which the lessee promises to pay to the lessor yearly as rent ten whole, salable beaver skins or the value thereof in good, salable wares, all at market price, and moreover six skipples of summer apples yearly and at the end of the lease the lessee is holden to deliver up said house and barn again roof tight and fences in proper condition, the plow and harrow also in good and serviceable condition. The said contracting parties

hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which they have subscribed this with their own hands (in presence of Jan van Loon and Barent Meyndersz, called as witnesses hereto) in New Albany, the date above written.

Sweer Thoonussen van Velsen
Maerten Jansen

As witnesses:

Jan van Loon
Barent Meyndersz

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Bond of Harmen van Gansevoort and Dirck Teunissen van Vechten to Jan Tyssen Goes

[110–12 blank; 113] On this sixteenth day of March $16\frac{79}{80}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Harman van Gansevoort and Dirck Teunisz van Vechten, who hereby acknowledge that they have absolutely undertaken to pay to Jan Tysz Goes the sum of thirty-three and a half good, whole, salable beavers, growing out of an obligation of Cornelis Teunisz van Vechten executed the 18th of April 1677, which said sum the aforesaid appearers promise to pay, each binding himself for the whole and as principal, to said Jan Tysz Goes, or to his order, on the first of August 1680, without longer delay; whereto said contracting parties bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with their own hands in presence of surgeon Cornelis van Dyck and Claes Jacobsz, called as witnesses hereto, in New Albany, dated as above.

Herman Gansevort
Dirck Teunisz:

As witnesses:

Corn. van Dyck
Claes Jacobse

Which I witness,

Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Adriaen Jansen Appel and Jan Andriessen Douw of one-half of a house and lot in Albany

[270][1] On this 24th day of February $16\frac{79}{80}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, Adriaen Appel of the first part and Jan Andriesz Douw of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Adriaen Appel acknowledges that he has sold to Jan Andriesz Douw the just half of his whole lot and all that is thereon fast by earth and nail, where said Appel now dwells, standing on the north side of his house, the half of the breadth as well on the east as on the west side, and delivers the same to the buyer now.

For which said seller hereby acknowledges that he is fully satisfied, and the buyer acknowledges that he has already received the aforesaid half lot. The aforesaid contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness of which they have (in presence of Jan Jansz Noorman and Ryck Claesz, called as witnesses hereto) subscribed this with their own hands, dated as aforesaid.

A: Appel
Jan Andriessen Dou

As witnesses:

This is the mark X of *Jan Jansz Noorman,* made by himself
Ryc Klaessen

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at Catskill from John Conell to Anna Willems, wife of Jochem Ketelhuyn

[271 blank; 272] On this 8th day of May 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter written witnesses, Jan Corneel of the one

[1] Page 114 is blank and pages 115–269, containing documents which range in date from November 26, 1669, to September 15, 1676, are bound out of chronologic order. In this translation these documents have been restored to their proper place at the beginning of the volume.

part and Anna Willems, wife of Joachim Ketelhuyn,[1] of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Jan Corneel acknowledges that he has let a farm lying at Katskil (which he bought heretofore of Harman Gansevoort) with house, barn and rick and all the rights thereto, to said Anna Willems, wife and attorney of said Jochem Ketelhuyn, for the time of six following years, which time began on the first of May this year 1680 and shall end on the first of May 1686; but on the express condition that the lessor must be bound for the said six years, whereas the lessee can (if it no longer pleases her) be freed therefrom any year, provided she give the lessor three months' previous notice; for which the lessee promises to pay to the lessor or his order as yearly rent the sum of twenty good, whole, salable beavers, which may be paid in good winter wheat as the market shall then go, and the said lessor may dwell in the house of said lessee here in New Albany until the first of May 1681 free and without making any payment therefor.

The lessor delivers therewith now five head of horses, to wit, three stallions, a gelding and a mare, of which mare the lessor shall have the half of the increase together with the half of the increase of any other mares which he may deliver there or which the gelding or any of the stallions may be exchanged for.

The lessor delivers therewith also four milch cows, to wit, three which are sound and without hurt, but the fourth has one leg somewhat injured; if the same shall happen to die thereof then the loss shall be the lessor's only; the lessee shall be holden at the end of the lease to return the number of cattle and horses delivered to him, and divide the increase to each [273] a half, and in addition be holden to pay to the lessor yearly for the cows fifty pounds of butter, except the first year; the young cattle which are there now belong to the lessor only and he keeps the same at his own risk as likewise the young horses. The hogs which now belong to the lessor shall be his own and remain there if he wishes till the autumn of 1681, provided that he furnish all the food for them next winter and provided also that all the pigs that shall come after this date shall belong to the lessee. As regards the farm implements which the lessee shall there receive, she shall be holden to return

[1] Joachim, or Jochem, Ketelhuyn sailed from Amsterdam for Rensselaerswyck in 1642, on the ship *Houttuyn*. According to O'Callaghan, *History of New Netherland*, 1:451, he came from Cremyn, which is doubtless intended for Kremmin, near Stettin, in Pomerania. His name is also written "Ketelheym," and "Kettelheun," the latter form of which would seem to be the proper spelling, "Ketelhuyn" being the Dutch equivalent in sound.

them again at the end of the lease in as good condition as when she received them.

Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have (in presence of Jacob Tysz vander Heyden and Jan van Loon, as witnesses hereto called) subscribed this with their own hands, in New Albany, dated as aforesaid.

JOHN CONELL

This is the mark O of ANNA WILLEMS, made by herself

As witnesses:

Jacob Theysen van der Heyden
Jan van Loon

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale from Anthony Lespinard to John Conell of a boat formerly belonging to Robert Story

[274] On this 15th day of May 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, Anthony Lespinard of the first part and Jan Corbeel of the second part, who acknowledge that in love and friendship they have contracted and agreed in form and manner following, to wit: Said Anthony Lespinard acknowledges that he has sold and said Jan Corneel that he has bought a certain boat at present lying here in the roadstead of New Albany (which boat said seller heretofore bought of Robbert Story) with all that is now in or with the same, as well what the seller bought therewith as what he has added thereto, and delivers said boat now just as she is to the buyer free and unincumbered, the receipt whereof the buyer acknowledges; on condition that the seller may use said boat twice this summer to fetch stones therewith, without giving any pay therefor. For which the buyer promises to pay to the seller or his order forty good, whole, salable beaver skins, but can pay the same in good, merchantable maize to be delivered here free on the shore before New Albany, all at market price as Christians sell such maize to each other; and the delivery of the maize must be made next October of this year 1680. The aforesaid contracting parties hereto bind their persons and estates, real and personal, present and future, nothing excepted, subject to all courts and

judges. In witness whereof they have (in presence of Jacob Tysz vander Heyden and Jan van Loon, called as witnesses hereto) subscribed this with their own hands, in New Albany, dated as above.

ANTHOINE LESPINARD
JOHN CONELL

As witnesses:
Jacob Theysen vander Heyden
Jan van Loon

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Supplementary agreement between Gerrit van Slichtenhorst and Gerrit Teunissen van Vechten regarding the payment for a negro delivered two months before the appointed time

[275–77 blank; 278] Whereas Mr Gerrit van Slichtenhorst and Gerrit Teunisz van Vechten heretofore made a contract about a negro whom said Mr Slichtenhorst was to deliver to said Gerrit Teunisz next July of this year 1680, and said Gerrit Teunisz acknowledges that he has already received said negro named Dick to his satisfaction, two months before the appointed time; therefore, the buyer promises to pay to the seller for said two months one hundred and fifty good, merchantable hickory posts, the same to be delivered here before New Albany free, the present summer, and if said negro during said two months happen to die said buyer shall be holden to pay said seller or his order for the same according to contract (heretofore made); and if so be that the buyer does not make the first payment at the stipulated time according to contract, then the said seller (if he wishes) may take said negro back.

Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have (in presence of Mr Jacobus Staas and Jan Albertsz Brat, called as witnesses hereto) subscribed this with their own hands, in New Albany, the 25th of May 1680.

G. V. SLICHTENHORST

This is the mark X of GERRIT TEUNISZ VAN VECHTEN, made with his own hand

As witnesses:
Jacob Staets
Jan Brat

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale from Gerrit van Slichtenhorst to Gerrit Teunissen van Vechten of a negro named Harry

[279–81 blank; 282] On this 25th day of May 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Mr Gerrit van Slichtenhorst of the one part and Gerrit Teunisz van Vechten of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in form and manner following, to wit: Said Mr Gerrit van Slichtenhorst acknowledges that he has sold to said Gerrit Teunisz van Vechten a certain negro (named Herry), which negro the aforesaid buyer acknowledges to have already received to his content; for whom the buyer promises to pay the seller or his order the sum of two hundred and forty skipples of good, dry, merchantable maize, two loads of good hay, twenty-four whole beavers to be paid in hogs; to wit, one hundred and twenty skipples of maize next October of this year 1680, two loads of hay this summer to be delivered in the month of August here on the shore before New Albany, and twenty-four beavers in hogs to be paid in May of the year 1681, with the understanding that the hogs must be over a year old and that not more than four of them must be sows, and all the remainder barrows; and if said contracting parties do not agree respecting the value of said hogs, then the same shall be appraised by impartial persons; the remaining one hundred and twenty skipples of maize must be delivered in October 1681, all said maize to be delivered free in the garret of said seller. The aforesaid contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have (in presence of Mr Maerten Crygier and Mr Jacobus Staas, called as witnesses hereto) subscribed this with their own hands in N. Albany, dated as above.

G. V. Slichtenhorst

This is the mark X of Gerrit Teunisz van Vechten, made by himself

As witnesses:
M: Cregier
Jacobus Staets

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Bill of sale from Cornelis van Borsum to Cornelis Teunissen van Vechten of a young negro

[283–85 blank; 286] On this 26th day of May 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Mr Cornelis van Borsum of the one part and Cornelis Teunisz van Vechten of the other part, who hereby acknowledge that they have contracted and agreed in manner following, to wit: Said Cornelis van Borsum acknowledges that he has sold to said Cornelis Teunisz a certain negro who is between fifteen and twenty years old and promises to deliver said negro to the buyer hale and sound within the next six weeks; said buyer shall try said negro eight days and if said negro within said eight days' probation happen to die, the buyer must pay for him, and if the negro does not please said buyer, then the buyer may return the same to said seller at the expense of said seller; and if the negro please the buyer, then he shall keep him. For whom said buyer promises to pay to the seller the value of sixty good, whole, salable beaver skins in two payments, of which the first payment shall be made on the first of May 1681 and the second payment on the first of May 1682; and the buyer can pay said beavers in beavers of five quarter pounds' weight each, or in peas, or winter wheat at six skipples a beaver, or in salt pork at a hundred pounds a beaver, or smoked bacon at thirty pounds a beaver. The aforesaid contracting parties hereby bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof said contracting parties have (in presence of Mr Gerrit van Slichtenhorst and Heyndrick Bries, called as witnesses hereto) subscribed this with their own hands, in New Albany, dated as above.

CORNELIS VAN BORSUM
CORNELIS TEUNIS

As witnesses:
G. V. Slichtenhorst
Hendrick Bries

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Letter from Adriaen van Ilpendam to Dammas Guldewaghen

[287 blank; 288] *Honorable Mr Dammas Guildewaghen:* Salute!

Your honor's letter dated the 31st of May of this year 1681, together with a letter per order of Mr Jan Sybingh dated the 3d of June, have been duly received, in which Sybingh's letter was

written that your honor had delivered to him for me sixty-nine guilders and eight stivers, for which said money I have received goods to my satisfaction. I hope and pray God that it shall have pleased Him to restore your honor to your honor's former good health unto Salvation, Amen. And whereas I neither know nor am acquainted with any one in Holland who could collect what is due to me, therefore I humbly and kindly pray your honor, if it may please your honor, to continue to do so as long as it may please God; for I and my wife are both over 63 years of age and can not earn much here and have need of the [money], but I do not know where it is, nor who has possession of it, nor how I can obtain it. According to your honor's order I send inclosed an extract from my book showing how much money Sybingh (according to his advices) has received for me. I take it that the fault is between the 19th of March 1677 and the 15th of May 1679, in which two years (according to Sybingh's advices) not more than seventy-seven guilders and eighteen stivers were received for me. I most humbly and kindly request you again [to collect] the interest due till the first of March ... [leaf torn and eight or ten lines wanting].

[289] Mr Jan Sybingh has received from Mr Dammas Guldewaghen interest for Adriaen van Ilpendam as follows:

19 March 1677	Received from Haerlem and sent....	fl. 204– 8
15 May 1679	Received	77–18
6 April 1680	According to Mr Sybingh's letter received	79–14
3 June 1681	According to the letter of Mr Sybingh's son, but by order of his father, received.....	69– 8
		fl. 431– 8

The above fl. 431–8 have been sent over to me in diverse goods by Mr Jan Sybingh and I acknowledge the receipt thereof to my satisfaction.

Done in Albany in America, the 4th of November 1681.

ADRIAEN VAN ILPENDAM

Letter from Adriaen van Ilpendam to Dammas Guldewaghen

[290] *Honorable Mr Dammas Guldewaghen; Salute!*

Your letter dated the 21st of April of this year 1682 I received with pleasure, together with a letter from the widow of the late Jan Sybingh dated the 23d of May, likewise some goods, and in said letter was an account in which she acknowledges that she

received from your honor for this year fl. 79–14, for which I am most highly thankful to your honor, and, my honored sir, I pray God that it shall please Him to suffer your honor longer to remain in this present life in health than myself, for I should not know how or in what manner I could receive my interest. We have no children and it is now more than 31 years ago that I married my wife and she was a widow and has a son, who now more than ten years has been married and has three sons and gets along reasonably well. Furthermore, I now again beseech your honor to please to hand the interest which shall be due me on the first of March 1683 to the widow of the late Jan Sybingh, upon which I shall depend. We have two small houses here. Upon one, in which we dwell, we have spent more than the interest of two years amounts to; from the other we receive now not more rent than ... [leaf torn and the rest of the letter wanting].

Contract of Gabriel Thomassen to deliver to Cornelis van Borsum twenty-six barrels of flour

[291 blank; 292] On this 2d of June 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Gabriel Thomasz of the one part and Cornelis van Borsum of the other part, who acknowledge that in friendship they have agreed and contracted in manner following, to wit: Said Gabriel Thomasz acknowledges that he has sold to said Cornelis van Borsum twenty-six barrels of flour which the seller guarantees was bolted in the middle of April. Said twenty-six barrels of flour must contain seven thousand and eight hundred pounds of flour, which the aforesaid seller promises to deliver immediately to the buyer or to his order; for which the buyer promises to pay to the seller a good, salable beaver weighing five quarter pounds Holland weight for every hundred pounds, to be paid on the delivery of the flour; furthermore, the said buyer promises to pay to the seller in addition for every barrel two Boston shillings or four guilders seawan; and said twenty-six barrels of flour must be weighed at the weigh house in New York and in case said flour happens to weigh less, then the seller shall be holden to the buyer to make it up, and if the said barrels happen to weigh more, then the buyer must pay the seller for the same in proportion. Said contracting parties hereby bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (in presence

of Petrus Bogardus and Poulus Turck) subscribed this with their own hands, in New Albany, dated as above.

GABRIELL THOMASEN
CORNELIS VAN BORSUM

As witnesses:
Poulus Turyck
Pieter Bogardus, as witness to this purchase
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Jan Cornelissen Roodt to work for one year as a journeyman carpenter for John Conell

[293 blank; 294] On this 3d day of June 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in Albany), and before the undersigned witnesses, Jan Corneel of the one part and Jan Cornelisz Roodt of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Jan Cornelisz Roodt acknowledges that he has hired himself to said Jan Corneel for the term of one whole year, said term to commence now and to end on the 3d of June 1681, to wit, to do carpenter's work for said Jan Corneel or wherever said Jan Corneel may send him to work for others, for which said Jan Corneel shall receive the pay; and Jan Cornelisz Roodt promises to serve out said term diligently and faithfully and if he happens to lose a day's work, he shall be holden to make it up. The employer promises to pay the hired man for said term twenty-four and a half good, whole, merchantable beaver skins, which may be paid in other commodities, as wheat, peas, cattle, or hogs, according to appraisal by impartial persons, the wheat and peas as the market shall then be. And the employer promises to furnish the hired man with board during said term and to have his shirts, handkerchiefs and neckcloths washed free and to pay said hired man promptly each half year. The contracting parties bind hereto their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have in presence of Jurriaen Teunisz and Heyndrick Lantsingh, as witnesses hereto called, subscribed this with their own hands in New Albany, on the date above written.

JOHN CONELL
This is the mark X of JAN CORNELISZ ROODT, made by himself

As witnesses:
JureJan Tunsen
He[n]drick Lansinck
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale from Nicolaes van de Grist to Omy de La Grange of one-half of the sloop de Haen

[295–97 blank; 298] On this 3d day of July 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Nicolaes vander Grist of the one part and Omy de La Gransie of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Nicolaes vander Grist acknowledges that he has sold to said Omy De la Gransie one-half of the sloop named *de Haen,*[1] which now lies in the roadstead before New Albany, and the seller promises to deliver to said buyer the half of the sloop with sails and rigging and all her appurtenances as well as the boat which belongs thereto so soon as the same this voyage shall have discharged her freight at New York; for which the buyer promises to pay to the seller or to his order forty good, whole, merchantable beaver skins at eight guilders apiece, but the same can be paid in heavy beavers, the number to be diminished according to the weight and current price, a just half of which must be paid on the delivery of said half sloop and the other half on the first of May 1681. The aforesaid contracting parties hereby bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (in presence of Heyndrick Kuyler and Justus Witvelt, called as witnesses hereto) subscribed this with their own hands, in New Albany, the date above written.

Nieclaes vande Grist
This is the mark X of Omy de La Gransie, made with his own hand

As witnesses:
Hendrick Cuyler
Jvstvs Witfelt

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of a house and lot in Albany from Gerrit van Slichtenhorst to Gysbert Marcelissen and Johannes Roos

[299 blank; 300] On this 19th day of July 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Mr Gerrit van

[1] The Cock.

Slichtenhorst of the one part and Gysbert Marcellisz and Johannes Roos of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Mr Gerrit van Slichtenhorst acknowledges that he has sold to said Gysbert Marcellisz and Johannes Roos his house and lot where he now dwells (standing and lying here in New Albany on the hill) with all that is fast therein by earth and nail and with all the rights which he therein has and as it at present lies in fence and has been occupied by the said seller until now; and the seller promises to deliver all that is hereinbefore specified on the first of May 1681. For which said buyers promise to pay to the seller or to his order the sum of two hundred and ten good, whole, merchantable beaver skins, to wit, in four instalments, the first of which shall be due in the middle of the month of July 1681, being a just fourth part of the aforesaid sum, and so on from year to year punctually in the month of July until the aforesaid sum shall be paid, to wit, a just fourth part yearly; and with the last payment the seller promises to deliver to said buyers a good and sufficient deed of ownership. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, to wit, the buyers jointly and severally, as principals. In witness whereof they have in presence of Claes Ripsz van Dam and Lucas Gerritsz Backer, called as witnesses hereto, subscribed this with their own hands in New Albany, on the date above written.

G. V. Slichtenhorst
Gysbert Marcelissen
Joohannes Roos [1]

As witnesses:
Claes Ripsen
Luycas Gerryts Backer
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Settlement of accounts of Barent Pietersen Coeymans and Teunis Cornelissen van der Poel

[301 blank; 302] On this 28th day of July 1680 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Barent Pietersz

[1] Signature looks like "Reis."

Koeymans of the one part and Teunis Cornelisz van der Poel[1] of the other part, who acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: They acknowledge that they have mutually liquidated and settled all their business accounts which heretofore they have had outstanding with each other, nothing excepted, and that neither of them owes the other as much as a stiver's worth. Furthermore the said Teunis Cornelisz van der Poel acknowledges that he has made over and assigned, as he hereby does make over and assign, to Barent Pietersz all the debts which according to the books were due to them while they were in partnership; likewise what Ludovicus Cobes owes them both for house rent; acknowledging hereby that he is fully satisfied therefor by said Barent Pietersz. All of which is done without fraud or deceit, under pledge of their persons and estates, nothing excepted; in witness whereof they have (in presence of Jan van Loon and Albert Ryckman, called as witnesses hereto) signed this with their own hands, in New Albany, on the date above written.

TEUNUS CORNELISZEN VAN DER POEL
This is the mark X of BARENT PIETERSZ KOEYMANS, made by himself

As witnesses:
Jan van Loon
Albert Ryckman

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Dirck Albertsen Brat and Teunis Pietersen of a house and lot in Albany

[303 blank; 304] On this 21st day of August 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, Dirck Albertsz Brat of the one part and Teunis Pietersz of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Dirck Albertsz Brat acknowledges that he has sold to said Teunis Pietersz a house and lot standing and lying here in New Albany on

[1] In the Rensselaerswyck Mss, Teunis Cornelissen van der Poel is generally referred to as Teunis Cornelissen Spitsenberch, or Spitsbergen. In 1654, he and Barent Pietersen Coeymans leased the patroon's sawmill on the fifth, now Patroons, creek, in North Albany.

the hill, between the house and lot of Harman Bastiaensz and the house and lot of said seller; which lot, including the aforesaid house, is nineteen wood feet and one inch in breadth, front and rear, and sixty-seven wood feet long, both on the north and south sides, as it was just now surveyed by Harman Bastiaensz, the town surveyor, together with the alley which goes to the hill between the lot of Harman Bastiaensz and the lot of Johannes Wendel, which the buyer and seller shall each have the half ownership of and use in common; which lot is now delivered. For which the buyer promises to pay to the seller or to his order the sum of fifty good, whole, salable beaver skins in two payments, the first of which payments shall be made next November of this year 1680, being twenty-five beavers, and the second, being the last payment, in the month of November 1681, punctually. Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (in presence of Harman Bastiaensz and Jan Corneel, as witnesses hereto called) subscribed this with their own hands, in N. Albany, on the date above written.

Dyrck Albertsz Brat
Teunis Pietersen

As witnesses:
Harmen Bastiaens
John Conell

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Power of attorney from Thomas Delavall to Marten Cregier, junior

[305 blank; 306] On this first day of September 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, the Honorable Captain Thomas De Laval, who acknowledges that he has constituted and appointed, as he hereby does, the worthy Maerten Crygier, junior, his attorney to demand and receive from all his debtors in Albany, colony of Renselaerswyck, Schanechtade and the district thereof whatever they owe the said Capt. Thomas de La Val according to the accounts and vouchers placed in the hands of the attorney; and in case of refusal (contrary to expectation) by rigor of law and justice to compel the debtors to pay; on condition that the attorney be holden (when required) to make a

proper accounting, exhibit and return of his administration and management. The principal promises to hold as good, binding and valid whatever shall be done and performed in the matter aforesaid by his attorney, binding thereto his person and estate, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof the principal (in presence of Mr Andries Teller and Jurriaen Teunisz, called as witnesses hereto) signed this with his own hand, in New Albany, on the date above written.

THO: DELAUALL

As witnesses:
A. Teller
JureJan Tunsen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Claes Beever to sell during a term of six years all his hops to Harmen Gansevoort

[307 blank; 308] On this 9th day of September 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, Harman van Gansevoort of the one part and Claes Beever of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Gansevoort acknowledges that he has bought and Claes Beever that he has sold all his pole hops which he gathered in the beginning of autumn 1679 and likewise those which he shall gather until the end of the autumn of 1684, on condition that said seller shall deliver said hops in dry and good condition at the house of the said buyer, where the same shall be weighed for the buyer, but the buyer shall be holden at his own expense to send a man with a boat to help convey said hops from the shore near Frans Pietersz Claeuw's. For which the buyer promises to pay to the seller, for every pound of good, dry hops eighteen and a half stivers in seawan, the same to be paid in such goods at market price as the buyer may then have, but the seller hereby stipulates that if he should need three or four beavers a year, the buyer shall furnish them and if sometimes he needs a little seawan, he shall receive it, the same to be charged against the hops delivered. Hereto the said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (in presence of Jacob Loockermans and Thomas Cravin, called

as witnesses hereto) subscribed this with their own hands, in New Albany, on the date above written.

HARMEN GANSEUORT
This is the mark X of CLAES BEEVER,
made with his own hand

As witnesses:
Jacob Lokermans
Thomas Craven

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Assignment of lease of a house and lot in Albany from John Gilbert to Johannes Cuyler

[309 blank; 310] On this 15th day of September 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Jan Gilbertsz of the one part and Johannes Kuyler of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Jan Gilbertsz acknowledges that he has let to said Johannes Kuyler a certain house and lot standing and lying here in New Albany and now occupied by said Jan Gilbertsz, which said house and lot, he, the said Jan Gilbertsz, (by virtue of a judgment) holds by a lease till the first of May 1681 and now lets to said Johannes Kuyler, the lease to begin on the tenth day of November of this year 1680 and to end on the first of May 1681; for which the lessee promises to pay to the lessor or his order seven beavers and a half, to wit, good, merchantable and salable beaver skins; but it is expressly stipulated that the lessee shall be holden to pay the half of the aforesaid rent as soon as the half of the term of the lease has expired. The foregoing the said contracting parties promise to execute and perform, binding thereto their persons and estates, nothing excepted, to all lords, courts, tribunals and judges. In witness whereof they have (in presence of Albert Jansz Ryckman and Jacob Loockermans, called as witnesses hereto) subscribed this with their own hands, in New Albany, on the date above written.

JOHN GILBERTT
J: CUYLER

As witnesses:
Jacob Lokermans
Albert Ryckman

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub*

Contract of sale between Annetje van Schaick and her step-son Anthony van Schaick of a farm on Cahoos (Van Schaick) island

[311 blank; 312] On this 4th day of November 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Annetie van Schayck,[1] widow of the late Goosen Gerritsz van Schaeyck, of the first part, and Anthony van Schayck, of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Annetie van Schayck acknowledges that she has sold to said Anthony van Schayck her farm lying on the island of Cahoos[2] and all her rights therein, including the land, house, barn, ricks, horses, cattle, sheep and hogs, together with all her rights in the lands which lie above the fourth *spruyt,*[3] excepting the farm of Harman Lievensz, the farm of Jan van Nes, the farm of Barent Albertsz Brat, the farm of Geurt Heyndricsz, the farm of Roeloff Gerritsz and the farm of Jan Jacobsz van Noortstrant; for which said Anthony van Schayck promises to pay to said Annetie van Schayck the sum of five hundred and fifty good, whole, merchantable beaver skins, which said sum the buyer promises to pay to Annetie van Schayck within the next fourteen days. Hereto the said contracting parties bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (in presence of the honorable magistrates Cornelis van Dyck and Gerrit Bancker, called as witnesses hereto) subscribed this with their own hands, in New Albany, on the date above written.

Annetge van Schaick
Antony van Schaick

Cornelis van Dyck
Gerret Bancken

Which I witness,
Adriaen van Ilpendam, *Not. Pub.*

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[1] Annetje Lievens, the second wife of Goosen Gerritsen van Schaick. His first wife was Geertje Brants the daughter of Brant Peelen from Nieukerck, by whom he had four children, Geertje, first the wife of Hendrick Coster and afterwards of Johannes Lansing; Gerrit, Sybrant and Anthony van Schaick.

[2] Cohoes, now Van Schaick island.

[3] Literally, "sprout," referring to a branch of the Mohawk river.

Contract of sale between Cornelis van Dyck and Willem Fredericksen Bout of a lot in Greenbush

[313–15 blank; 316] On this 25th day of November 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, the Honorable Surgeon Cornelis van Dyck, magistrate of this place of New Albany, of the first part, and Willem Fredericsz Bout, of the second part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Willem Fredericsz acknowledges that he has sold to said Surgeon Cornelis van Dyck a certain lot lying in the colony of Rensselaerswyck in the *greyne Bosch*,[1] as it lies in its fence, between the house of Melchert Abrahamsz and the house of Jacob Salomonsz; and said seller delivers the same to said buyer immediately, with all his rights therein, free and unincumbered, without any charges thereon or issuing out of the same, acknowledging that he has been paid the sum of seventeen beavers for the sale thereof, so that said seller acknowledges that he is fully satisfied and paid for said lot. The said contracting parties hereto bind their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they have (in presence of the Honorable Magistrate Dirck Wesselsz ten Broeck and Johannes Wendel, called as witnesses hereto) subscribed this with their own hands in New Albany, dated as above.

This is the mark X of Willem Fredricsz Bout, made with his own hand

Cornelis van Dyck

As witnesses:

Dirck Wesselsz ten Broeck
Johannes Wendel

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Hendrick Rooseboom and Gerrit Hardenbergh (Herttenberch) of a house and lot in Albany

[317–19 blank; 320] On this 2d day of December 1680 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the afterwritten witnesses, Heyndrick Roose-

[1] Literally: the pine woods; afterwards corrupted to Greenbush.

boom of the one part and Gerrit Hardenbergh of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Heyndrick Rooseboom acknowledges that he has sold to said Gerrit Hardenbergh his house and lot as he now occupies it, to wit, the large house, free and unincumbered, excepting the lord's right, just as it lies in its fence, drop free; delivery of which house and lot shall be made on the 6th day of this month of December; for which said Rooseboom shall receive a house and lot that said Gerrit Hardenbergh bought at vendue of Mr Kouper, and all the rights which said Hardenbergh has in the house and lot; and the delivery of both houses shall take place at the same time. And in addition Gerrit Hardenbergh promises to pay to said Rooseboom the sum of ninety good, whole, salable beaver skins and pay the same in the month of August 1681; the rent of the house where Gysbert Marcelis dwells said Hardenbergh shall receive till the first of May 1681, on condition that said Rooseboom shall dwell in the house where Hardenbergh dwells, free till the first of May. Said contracting parties hereto bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have (in presence of the Honorable Dirck Wesselsz, magistrate of this place, and Jacob Sandersz, called as witnesses hereto) subscribed this with their own hands, in New Albany, the date above written.

HENDRICK ROOSEBOOM
GERIT HERTTENBERCH

As witnesses:
Dirck Wesselsz
Jacob Sanders Glen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Andries Hendricksen of Kinderhook[1]

[321–23 blank; 324] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ 168$\frac{0}{1}$ on the fifth day of the month of January, before me, Adriaen van Ilpendam, notary public residing in New Albany, appointed by the Right Honorable Edmond Andros (on behalf of his Royal Highness

[1] Another copy of this will is in *Wills*, v..1, p. 17.

James, Duke of York, governor general over all his territories in America) and before the hereinafter named witnesses came and appeared the worthy Andries Heyndricsz, born at Ootmars in Twent,[1] dwelling at present at the Kinderhoeck, well known to me, the notary, being at present sound of body, able to walk and stand, and having the perfect use and command of his faculties, reason, memory and understanding, which appearer considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof, desiring therefore to dispose of his temporal effects to be left behind while he yet (through God's grace) has power, as he does of his own free will and inclination, without persuasion or misleading of anyone, has now ordained and determined this his last will and testament in form and manner following: First and foremost commending his immortal soul (whenever it shall be separated from his body) to the gracious and merciful hands of God, his Maker and Redeemer, and his body to a Christian burial, this appearer declares that he has nominated and [325] instituted, as he hereby does, Jan Gilbertse, or if so be that he be deceased before this testator, [Jan] Gilbertsz's wife, named Cornelia [ ],[2] or in case both of them be deceased, their child or children left behind, as his sole and universal heirs of all his property, real and personal, nothing excepted, which said testator at his death shall leave behind, without contradiction or opposition of anyone; and the testator promises the foregoing to hold as good and binding and to make no other will or bequests to any one else in the world, upon condition that if he, the testator, should fall ill or suffer bodily ailment, or in his old age become unable any longer to earn his living, said Jan Gilbertsz, or his wife, or his children shall be holden to provide him properly with board and clothing and to render the necessary services as long as he lives. All of which aforesaid conditions they, the appearers, declare that they hold good, binding and valid, although some formalities demanded by law and usage may not be fully observed herein, desiring the utmost benefit to be received herefrom. All done and executed at the house of Jan Gilbertsz in New Albany (in presence of Jacob Maertensz and Evert

[1] Ootmarsum, in the district of Twenthe, in the province of Overysel, Netherlands.

[2] Manuscript destroyed. In the other copy of the will in *Wills*, volume 1, the name is given as "Cornelis Arents." She was the daughter of Andries Hendricksen's sister and of Arent van den Bergh.

Wendel, junior, called as witnesses hereto) and subscribed with their own hands the year, month and day aforewritten.

This is the mark + of ANDRIES HEYNDRICSZ, made with his own hand

JOHN GILBERTT

As witnesses:
Jacob Maertese
Evert Wendell

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a farm at Niskayuna from Marten Cregier, junior, to Cornelis Dyckman

[326] On this 7th day of February 168$\frac{0}{1}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, Mr Maerten Crygier, junior, of the first part and Cornelis Dyckman of the second part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Mr Maerten Crygier, junior, acknowledges that he has let to said Cornelis Dyckman his farm lying at Canastagioene for the time of the six next following years, with house and barn as they at present stand, provided that if the lessor or lessee do not like each other, they can cancel the lease in three years.

The lessee shall enter upon said farm on the 16th of April 1681, the house and barn to be roof and wall tight as they now stand, and with said farm there shall be delivered to said lessee six milch cows and seven horses, to wit, three stallions and four mares, a plow, a harrow with iron teeth, a new wagon with iron mountings, a plow chain and proper rope harness to plow with. The half of the increase of the horses and cattle shall belong to the lessee and at the end of said term the lessee shall be holden to return the number of animals delivered to him with half of the increase thereof and before any partition is made the lessee shall not be at liberty to sell, remove, or lease any of the increase of the horses or cattle without the consent of the lessor. For the first two years the lessee, instead of paying rent, shall be obliged to inclose the whole farm and land with a sufficient fence of logs or palisades like the present old fence; likewise he shall properly fence the land that Schelluyne[1] owned so far as the kill runs, and in addition pay yearly the two first years sixteen skipples of oats.

[1] Dirck van Schelluyne, notary public at Beverwyck, or Albany.

[327] The lessee shall use only the half the land of said farm during the last four years, on condition of his paying as rent yearly eighty-seven and a half skipples of wheat, and during said six years keep one cow for said lessor yearly, and draw wood two days every year with two horses for said lessor; on condition also that the lessee shall deliver yearly six pounds of butter for each cow with calf and three pounds of butter for each farrow cow.

The lessor delivers with the farm thirty-five skipples of winter wheat in the ground and at the end of said time the lessee must put in the ground a like quantity for the lessor; and the lessee promises to return a sufficiently tight fence; and if any expenses are imposed by the governing authorities, the lessee shall be holden to pay the same. And in case of burning (which may God prevent) that may happen through the fire of the lessee, the lessee shall be holden to pay half the damage; but in case of general war the damage is to be borne by the lessor alone. Said contracting parties promise to execute and perform the above conditions under pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have (in presence of Jacob Coenraetsz ten Eyck and Abraham Kip, called as witnesses hereto) subscribed this with their own hands in New Albany, dated the 7th of February $168\frac{0}{1}$.

M: Cregier
Cornelis Dyckman

As witnesses:

Jacob ten Eyck
Abram Kip

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at Catskill from Marten Gerritsen van Bergen to Gerrit Teunissen Van Vechten and Jonas Vockertsen Douw

[328 and 329 blank; 330] On this 7th day of March $168\frac{0}{1}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, the worthy Maerten Gerritsz van Berghen of the one part and Gerrit Teunisz van Vechten and Jonas Volckertsz Douw of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit:

Said Maerten Gerritsz acknowledges that he has let to said Gerrit Teunisz and Jonas Volckertsz his farm lying at Katskil in the *Maize land* (named Quaiack) comprising the just half of the foremost piece, with house, barn and orchard, as it is occupied by the lessor. The lessor shall lease therewith eight horses, eight cows and four heifers, a wagon, four extra wheels, a plow, a harrow with iron teeth, and a winnowing fan; the lessees shall likewise possess and have the disposition of all the lessor's claims to the half of Pooteeck as of said farm for the time of the next six years, to commence on the 22d of April 1681 old style and end on the 22d of April 1687. For which said lessees promise to pay to the aforenamed lessor or his order for the first three years, twenty-two beavers yearly, and for the last three years, twenty-five beavers yearly, together with a hundred skipples of maize yearly for the aforesaid six years, the same to be paid punctually every year, at market price.

Respecting the land in seed, of which there is now fifty-one skipples of winter wheat in the ground, this the lessees shall also have, and at the end of said six years they shall be holden to put again as much properly in the ground; and said lessees shall not sow at the end of said time more than two-third parts of [331] said farm or of the foremost parcel and if there shall be more than 51 skipples sowed, the lessor shall make good and pay to the lessees for the excess according to the appraisal of impartial men; the fence which is now there the lessees shall take at an appraisal and deliver up the same subject to valuation.

The lessor promises to build a rick there this present year and to have doors made for the barn, and the lessees promise to make all the repairs during the lease at their own expense and at the end of the lease to deliver up all, roof and wall tight; in case of general war (from which may God protect us) the loss shall fall upon the lessor; but in case of burning occasioned by the lessees' fire the loss shall be the lessees'; and all that according to inventory is delivered to the lessees, they shall be holden to return in good and proper condition. And they shall have the horses and cattle on the same conditions on which the patroon of the colony lets his horses and cattle, provided that the lessees shall not sell, exchange or let them without consent of the lessor.

The aforesaid contracting parties hereto bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges.

In witness whereof they, namely the lessor and the lessees, jointly and severally as principals, have subscribed this with their own hands for the full performance of the aforesaid conditions, in New Albany, on the date above written.

MAERTEN GERTSEN
This is the mark X of GERRIT TEUNISZ VAN VECHTEN, made with his own hand
JONAS VOLCKERSZ DOUW

As witnesses:
Dirck Wesselsz
This is the mark + of *Tierck Harmansz,* made by himself
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Terms upon which Zacharias Sickels agrees to herd cattle at Albany

[332] Terms and conditions upon which certain citizens of Albany wish to contract for the herding of their cattle.

First, the herder shall be holden to tend the cattle at his own expense as to board and to keep a suitable youngster with him to look after the cattle; he shall begin to drive them out on the 6th of April of this year 1681, old style, and shall not leave off before the 6th of November next, old style.

Second, the herder shall blow the horn three times every morning at or before sunrise and then go out with the cattle and the youngster where there shall be the best pasture for the cattle, or where the masters hereinafter named shall order him; and about a quarter of an hour before sunset he shall bring back the cattle near the church.

Third, if one or more of the animals shall happen to die through neglect of the herder, he shall be holden to pay for the same according to appraisal.

Fourth, if the herder be found drinking in any tavern, he shall forfeit ten guilders seawan every time.

Fifth, if one or more of the animals happen to die or be carried away within the first half of said time, then not more than half of the herder's wages shall be paid therefor and that punctually at that time. So likewise all those who deliver their cattle to be herded shall be holden as soon as the half of said time of herding shall

have expired, to pay the half of the stipulated herder's wages to the herder without any delay. At the proper time the herder shall be holden to burn the brush and forewarn the farmers in order that no one may receive harm. The bids are to be in seawan and every one must govern himself accordingly, but the herder may not refuse to receive in payment good wheat at market price, or silver money.

[333] Upon the above-written conditions Zacharias Sickels has agreed to herd the cattle for eighteen guilders seawan for each cow, two heifers to be reckoned as one cow or full-grown animal, with the understanding that he is to render all obedience to the worthy Willem Ketelhuyn and Cornelis Gysbertsz and recognize them as his masters and principals in this matter, for which he binds his person and property, real and personal, to the authority of all lords, courts, tribunals and judges. In witness whereof he has subscribed this with his own hand, this 26th of March 1681.

Zachariasz Seckels
Willem Ketelhuyn
This is the mark C G of Corn. Gysbertsz, made by himself

Acknowledged before me,
Adriaen van Ilpendam, *Clerk*

On this 27th day of March 1682, in accordance with the above-written conditions, said Sacharias Zickels has again undertaken to herd the cattle and shall receive eighteen guilders in seawan for each full-grown animal, or two heifers, and he shall go out with them on the 6th of April 1682 and not leave off before the 6th of November of this year, old style; but on the express condition that said cowherder shall not refuse good wheat or silver money in payment, reckoned at seawan price, and yield all obedience to the worthy Maerten Crygier, junior and the worthy Jan Salomonsz, accounting them his masters and principals in this regard; thereto binding his person and estate, movable and immovable, subject to the authority of all lords, courts, tribunals and judges. In witness whereof this is subscribed with his own hand.

Zachariasz Seckels
M. Cregier
This is the mark X of Jan Salomonsz, made with his own hand

[334] On this 19th of March 168$\frac{2}{3}$ (according to the above-written conditions of March 26, 1681) Zacharias Sickels has again taken charge of the cattle at the rate of twenty guilders seawan for every full-grown cow, or two heifers as one cow, but is not to refuse good winter wheat or silver money (reckoned at seawan price), yielding all obedience to the worthy Willem Gysbertsz and the worthy Taeckel Dircksz, acknowledging them as his masters and principals in this regard; thereto binding his person and estate, real and personal, subject to the authority of all judges, and has subscribed this with his own hand in New Albany, dated as aforesaid.

ZACHARIASZ SECKELS

Contract of Gerrit van Kulenburgh to serve Jonas Volckertsen Douw for one year

[335 blank; 336] On this 28th day of March 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afterwritten witnesses, Gerrit Jansz van Kulenburgh[1] of the one part and Jonas Volckersz Douw of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed with each other in manner following, to wit: Said Gerrit Jansz acknowledges that he has hired himself to said Jonas Volckersz Douw for the term of a whole year to begin in the latter part of May or the beginning of June 1681, on the day when he shall enter his service, and end on the same day of the same month 1682, during which said time said Gerrit Jansz promises to serve said Jonas Volckersz obediently with all diligence and faithfulness in all proper work; for which service said master promises to pay said servant the sum of twenty-four good, merchantable beaver skins and said master can pay said beavers in good winter wheat at market price. And moreover the master promises to give for said year's service to said servant a new hat, a pair of new shoes and a pair of new stockings, and likewise to have his linen washed free. Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In witness whereof they

[1] Kuilenburg, or Culenborg, in the province of Gelderland.

have subscribed this with their own hands without fraud or deceit, in New Albany, on the date above written.

JONAS VOLCKERSZ DOUW
This is the mark X of GERRIT JANSZ VAN KULENBURGH, made with his own hand

As witnesses:
This is the mark X of *Jan Cornelis Vyselaer,* made with his own hand
Jacob Tehunissen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Deed of exchange between Dirck Wesselsen and Gerrit Teunissen and Jochem Lammersen of lands at Kinderhook

[337 blank; 338] On this 7th day of April 1681 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, the Honorable Dirck Wesselsz[1] and Gerrit Teunisz[2] of the one part and Joachim Lambertsz of the other part, who hereby acknowledge that in love and friendship they have agreed in form and manner following: First, Dirck Wesselsz and Gerrit Teunisz acknowledge that they have exchanged with Joachim Lambertsz a certain parcel of land lying on the Kinderhoecx kill, lying to the east of said kill as the flat lies within its bounds,[3] for which Joachim Lambertsz gives his plantation lying to the south of the *Groote Stuck*[4] where he now dwells, with house, barn, orchard and farmland, just as it came to him from Jan Heyndricksz Bruyns and furthermore all the rights which he received therewith and which he has possessed till this date, and in addition Joachim Lambertsz promises to give thirty whole, merchantable beaver skins at eight guilders apiece to be paid in five instalments, the first (being a just fifth part) to be paid in the month of February 1683, and so on the following years in the month of February from year to year punctually; but Joachim Lambertsz may pay the same in good grain at market price to be delivered here in New Albany free. Likewise Joachim Lambertsz must deliver to Dirck Wesselsz and Gerrit Teunisz an absolute conveyance of the above-named plantation on the first of May 1682, and Dirck Wesselsz and Gerrit Teunisz promise to deliver to Joachim Lambertsz an

[1] Dirck Wesselsen ten Broeck.
[2] Gerrit Teunissen van Vechten.
[3] *Circum-valatie;* literally, circumvallation, probably referring to the natural boundary formed by the creek.
[4] The "Great Piece," or "Great Field."

absolute conveyance so soon as the last payment shall be made. [339] Hereto the aforesaid contracting parties bind their persons and estates, movable and immovable, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which, in presence of Claes Ripsz van Dam and Livinus van Schayck, called as witnesses hereto, they have subscribed this with their own hands in New Albany, dated as above.

DIRCK WESSELSZ
This is the mark X of GERRIT TEUNISZ,
made by himself

As witnesses:
Claes Ripsen van Dam
Lievynis van Schaick

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of land at Kinderhook from Dirck Wesselsen and Gerrit Teunissen to Pieter Vosburgh

[340] On this 7th day of April 1681 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, the worthy Dirck Wesselsz and Gerrit Teunisz of the one part and Pieter Vosburgh of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Dirck Wesselsz and Gerrit Teunisz acknowledge that they have sold and Pieter Vosburgh that he has bought a certain parcel of land lying on Kinderhoecx kill, to wit, a large flat lying to the west of said kill and a little strip of land lying on the east side of said kill, directly opposite the large flat; this little strip of land is situated to the south of the land that was bought by Joachim Lambertsz and to the north of the land that was bought by Christoffel the Frenchman and the large flat is situated to the south of the land of Matit-Nemenau and to the north of the strip that Dirck Heyndricsz bought of said sellers.[1] For which said buyer promises to pay to

[1] *Dit strokie Landis is belent ten Zuyden vant Landt dat Joachim Lambertsz gekoght heeft en ten Noorden belent vant Landt dat Christoffel de fransman gekocht heeft, Ende de groote Vlackte is belent ten Zuyden van het Landt van Matit-Nemenau, ende ten Noorden van het Strookie nat Dirck Heyndricsz van dito Verkoopers gekoght heeft,* which was translated by Professor Pearson: "this little strip of land is bounded on the south by the land that Joachim Lambertsz has bought. . . ." That this interpretation is wrong appears from the patent to Dirck Wesselsen and Gerrit Teunissen granted on March 25, 1680, for four flats or plains on both sides of the Kinderhook creek, which are described as "lyeing to the North of the Land that Jan Bruyne De Pompoen hath bought and to the South of the Land of Mattit Neminaw."

said sellers the sum of one hundred and forty good, merchantable beaver skins, at eight guilders apiece, in six instalments, of which the first payment was due in the month of February 1681, inasmuch as the land was sold as early as December 1679, but [the sale] not recorded till now on the date hereof; the second payment is to be made in the month of February 1682 and so on from year to year promptly in the month of February, each year a just sixth part; but the buyer may pay said beavers in wheat, peas, oats, or buckwheat at beaver's price as the market ranges at the time of payment, the same to be delivered free here in Albany to the sellers or their order. Hereto the [341] contracting parties bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands (in presence of Claes Ripsz van Dam and Lievynus van Schayck, called as witnesses hereto) in New Albany, dated as above.

Dirck Wesselsz
This is the mark X of Gerrit Teunisz,
made with his own hand
Pieter Vosburg

As witnesses:
Claes Ripsen van Dam
Lievynis van Schaick
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of land in the colony of Rensselaerswyck from Gerrit Teunissen van Vechten to Maerten Cornelissen Vlas

[342] On this 11th day of April 1681 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Gerrit Teunisz van Vechten of the one part and Maerten Cornelisz Vlas of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Gerrit Teunisz acknowledges that he has let to Maerten Cornelisz a certain parcel of land lying in the colony of Rensselaerswyck, to the south of the

farm which Claes van Petten[1] now occupies, with all the rights which said lessor has therein (according to the patent granted him by the Right Honorable the Governor General Edmond Andros)[2] for the term of fourteen consecutive years beginning on the first of May of this year 1681 and ending on the first of May in the year 1695; for which the lessee promises to deliver to the lessor a house twenty-five feet long by twenty-two feet wide, under which there is to be a cellar fifteen feet square, sheathed with oak slabs, and also to repair the barn and make it fifteen feet longer. The said lessee promises to deliver the said house and barn to the lessor, roof and wall tight, in lieu of rent, but if by general war, fire, ice or floods (from which may God protect us) the house and barn be destroyed, the lessee shall not be liable for the damage, but in case of fire caused by the lessee himself, he shall be bound to make good the loss. The fencing now standing on said land shall be appraised by impartial persons and at the end of said fourteen years the fencing shall again be appraised and whatever more or less it shall be valued at shall be adjusted between the lessor and the lessee. At the expiration [343] of said lease the lessee may leave in the ground twenty-five skipples of winter wheat, for which the lessor shall have to pay according to appraisal. Hereto said contracting parties bind their persons and estates, real and personal, present and future, subject to all lords, courts, tribunals and judges. In witness whereof they have subscribed this with

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[1] Claes Fredericksen van Petten, who settled in 1664 in Schenectady, where in 1668, with Cornelis Cornelissen Viele, he bought a farm of Marten Cornelissen van Ysselstein. See *Early Records of Albany*, 1:449–51, and *History of the Schenectady Patent*, p. 185–87, where an account of him is given but no mention is made of his occupancy of the farm referred to in the present lease.

[2] The only patent by Governor Andros to Gerrit Teunissen van Vechten for land that could be described as being in the colony of Rensselaerswyck seems to be that of September 29, 1677, for "A piece of vpland and Swamp lying to y^e^ Southward of Albany, which by my order hath beene layd out for Lieuten^t^ Garritt Tunniss, in consideracon of his severall Services with y^e^ Indyans, & p[ar]ticularly being Imployed and sent out During y^e^ late troubles, y^e^ said land being to y^e^ Southward of y^e^ Plantacon y^e^ said Garritt Tunnisse now lives vpon." Though the expression "to y^e^ Southward of Albany" would seem to imply that the land was on the west side of the Hudson river, it appears from certain patents relating to lands at Cleverack and Kinderhook that the same expression was also used for land on the east side of the river, so that in this case the patent may refer to land to the south of Gerrit Teunissen's farm near the Mill creek, in the present town of East Greenbush, Rensselaer county, N. Y. In either case, the granting by Governor Andros of land within the colony of Rensselaerswyc[k] at a time when the Van Rensselaers were striving hard to obtain a manorial grant from the Duke of York, is interesting.

their own hands (in presence of the Honorable Dirck Wesselsz and the Honorable David Schuyler, called as witnesses hereto), dated as above.

This is the mark X of GERRIT TEUNISZ VAN VECHTEN, made with his own hand

This is the mark X of MAERTEN CORNELISZ VLAS, made with his own hand

As witnesses:
Dirck Wesselsz
Davidt Scheuler

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a brewery and house and lot at Albany from Pieter Lassen and Sybrant van Schaick to Gerrit Bancker

[344] On this 19th day of April 1681 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, Pieter Lassingh and Sybrant van Schayck of the first part and Gerrit Bancker of the second part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Pieter Lassing[1] and Sybrant van Schayck acknowledge that they have sold to said Gerrit Bancker their brewery and dwelling house and lot and all their rights which they hitherto have had therein, together with the brew kettle, tubs, coolers and all the barrels which are marked with three rings, and a horse and harness and furthermore all that belongs to the brewery, and which the sellers own in company without exception; which the said sellers promise to deliver on the first of June of this year 1681; for which said buyer promises to pay the sum of one hundred and eighty good, whole, merchantable beaver skins at eight guilders apiece and failing of such beavers, the buyer may pay in good, heavy beavers at six guilders a pound, all to be paid next August of this year; furthermore the buyer shall be holden to take all the hops which shall be in the brewery on delivery of said house and brewery, paying therefor as much as the sellers paid for them, likewise in August of this year. Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals

[1] Pieter Pietersen Lassen.

and judges and they have subscribed this with their own hands (in presence of Adriaen Gerritsen and Asser Levy van Swelm,[1] called as witnesses hereto), in New Albany, dated as above.

PYETTER PYETTERSEN
SYBRANT VAN SCHAICK
GERRET BANCKEN

As witnesses:
Adriaen Gerretsen
Asser Levy van Swellem
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house in Albany from Annetie Schaets to Jan Cornelissen van der Hoeven

[345 blank; 346] On this 10th day of June 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Annetie Schaets of the one part and Jan Cornelisz vander Hoeven of the other part, who acknowledge that in all love and friendship they have contracted and agreed in form and manner following, to wit: Said Annetie Schaets, wife of Thomas Kyckebul, acknowledges that she has let a certain house and lot (standing and lying near the church here in New Albany) to said Jan Cornelisz van der Hoeven for the term of the next four years to commence from the first of May this year 1681 and to end on the first of May 1685; and the said lessor promises in said term to make proper repairs therein; for which the said lessee promises to pay as rent the first two years eight good, whole, merchantable beaver skins, to wit, four beavers each year, and for the third and fourth years six whole beavers a year, to be paid each year punctually. Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands (in presence of Jacob van Noortstrant and Frans Jansz Pruyn, called as witnesses hereto), in New Albany the 10th of June 1681.

ANNA SCHAETS
JAN CORNELISSE VANDER HOEF

As witnesses:
Jacob van Nordstrant
Frans Jansen Pruyen
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] Probably the town of Schwelm, in Westphalia.

Contract of sale between Pieter Winne and Hendrick Martensen of one-half of a sawmill at Bethlehem

[347 blank; 348] On this 27th day of June 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Pieter Winne of the one part and Heyndrick Maertensz, of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Pieter Winne acknowledges that he has sold and said Heyndrick Maertensz that he has bought a half of a sawmill at Bethlehem with the half of all the implements now there, nothing excepted; likewise, the seller must deliver therewith two new saws and promises to deliver all the above said to the buyer in the month of October next coming, of this year 1681; for which said buyer promises to pay to said seller or to his order the sum of eighteen hundred good, merchantable inch pine boards, to wit, in two payments, the first of which (being the just half) must be made in the year 1682 and the second or last payment in the year 1683; but the lease of the waterfall shall begin for the buyer from the first of May 1682. The buyer shall be holden to saw the logs which the seller now has at the mill for the profit of the seller, provided he receive proper pay therefor, and in case during the time said logs are sawing anything shall happen to break either in mill or implements, the said seller must make good the same at once, to wit, the running gears. Furthermore it is stipulated that Heyndrick Maertensz (so soon as his term for the mill begins) shall be holden to cut and saw all the timber (that shall be sawed in partnership in said mill) and provide a man to draw the same, on condition that the seller be holden to provide four horses and all the implements and feed for the horses and deliver the boards on the bank; and whatever must be done on the mill shall be done by the buyer and seller jointly. And in case one of the two partners be inclined to sell said half mill and implements, the other shall have the preference, and if [349] they can not agree about it, then it shall be appraised by two impartial men.

Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own

hands (in presence of Harman Thomasz and Jan van Loon) in New Albany, dated as aforesaid.

Pieter Winne
Hendrick Maertensen

As witnesses:
Harman Thomasz
Jan van Loon

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Assignment of lease of a farm in the colony of Rensselaerswyck from Juriaen Teunissen to Jan Casparsen

[351][1] On this [·][2] day of July 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the underwritten witnesses, Jurriaen Teunisz[3] of the one part and Jan Caspersz[4] of the other part, who acknowledge that in all love and friendship they have contracted and agreed in form and manner following, to wit: Jurriaen Teunisz acknowledges that he has made over to Jan Caspersz a farm lying in the colony of Rensselaerswyck, with the house, barn and hayricks which he, Jurriaen Teunisz has hired of Madam Maria Rensselaer for three or six consecutive years and which he has occupied now above a year, so that Jurriaen Teunisz (upon the terms on which he hired the same) now makes over the said farm to Jan Caspersz for the period of the next five following years, beginning on the first of May of this year 1681 and ending on the first of May 1686; but in case Jan Caspersz does not care to stay on said farm any longer than the first two years, he shall be free to give up the lease, otherwise he may keep it for five consecutive years as hereinbefore written, on the express condition that he, Jan Caspersz, yearly pay to Madam Rensselaer the rent of the farm and likewise the butter for the cows, as Jurriaen Teunisz promised to do. And there have now been delivered on the farm to Jan Caspersz four milch cows and two calves about two months old, likewise four farm horses, to wit, a stallion and a gelding and two mares, and two colts about three months old, all upon the same conditions as Jurriaen Teunisz received them. Furthermore Jurriaen Teunisz has now sold and

[1] The leaf is reversed, the beginning of the document being marked 351 and the end 350.
[2] Manuscript destroyed.
[3] Juriaen Teunissen Tappen.
[4] Jan Casparsen Halenbeck.

delivered over to Jan Caspersz all the seed that is now in the land, also all the fencing, provided that Jan Casparse shall pay therefor four hundred skipples of good wheat, [350] to wit, two hundred skipples next winter, a hundred skipples the second winter and a hundred skipples in the third winter; but the wheat can be paid in any other good, merchantable grain; and Jan Casparse shall at the end of his lease own all the seed in ground and all the fencing. The lessee of said farm must pay yearly a rental of eighty-five skipples of wheat and for every milch cow six pounds of butter yearly. The aforesaid Jan Casparse acknowledges that he has received the aforesaid farm and all that is hereinbefore specified and promises to pay all according to conditions above written.

For the performance of these, said contracting parties have hereto bound their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands, without craft or guile (in presence of Hans Dreeper and Poulus Maertensz, called as witnesses hereto), in New Albany, dated as aforesaid.

Jurejan Tunsen
This is the mark X mark of Jan Casparsz, made by himself

As witnesses:
Hans Dreper
Poulis Marten[1]

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Maerten Cornelissen Vlas and Jacob Vosburgh of a farm at Kinderhook

[352] On this 16th day of July 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the underwritten witnesses, Maerten Cornelisz Vlas of the one part and Jacob Vosburgh of the other part, who hereby acknowledge that in love and friendship they have agreed in form and manner following, to wit: Said Maerten Cornelisz acknowledges that he has sold and said Jacob Vosburgh that he has bought of him a certain farm lying at the Kinderhoeck, with house, barn and hayrick and all the rights which the said seller has therein, just as the same was let to Pieter Bosie, to wit, the fourth part of the *Groote Stuck*, and promises to deliver the same to the buyer on the first of May 1682,

[1] Poulus Martensen van Benthuysen.

together with a serviceable plow and a harrow, and promises also to deliver the fencing as Pieter Bosie likewise received it. Furthermore it is stipulated that Pieter Bosie shall leave thirty skipples of winter wheat in the ground the last year of his lease, to wit, next harvest, whereof fifteen skipples or the yield of the same shall belong to Pieter Bosie himself and fifteen skipples or the yield of the same to Maerten Cornelisz, which fifteen skipples that are due to Maerten Cornelisz he shall be holden to turn over to said buyer, Jacob Vosburgh, under the terms of sale of said farm. The buyer promises to pay to said seller or to his order for all that is hereinbefore specified the sum of one thousand skipples of good winter wheat and fifty skipples of peas, to wit, twenty-four skipples of peas next harvest and twenty-six skipples of peas in [353] the harvest of 1682; and said thousand skipples of wheat the buyer promises to pay in four years, each year a just fourth part, whereof the first payment shall be made in the month of January 1683 and so on from year to year punctually in the month of January. The buyer promises to help the seller cart said payments to the shore, likewise to cart a load yearly to Albany. Hereto the said contracting parties pledge their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges.

In witness whereof they have subscribed this with their own hands (in presence of Jan van Loon and Willem Claesz Groesbeeck, as witnesses hereto called), in New Albany, dated as aforesaid.

This is the mark + of MAERTEN CORNELISZ VLAS, made with his own hand

This is the mark of I A JACOB VOSBURGH, made with his own hand

As witnesses:

Jan van Loon

Willem Klasen Groesbeek

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale of a negro from Jacob Vosburgh to Tierck Harmensen

[354] On this 24th day of August 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the underwritten witnesses, Jacob Vosburgh of the

one part and Tierck Harmensz[1] of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Jacob Vosburgh acknowledges that he has sold to said Tierck Harmansz a certain negro named Jeck, and said seller delivers said negro now to said buyer free and unincumbered; for which said negro the buyer promises to pay to the seller or his order the sum of thirty-seven good, merchantable beaver skins, to wit, ten good, whole, merchantable beaver skins within the time of the next two months and the remaining twenty-seven beavers next May 1682, in good, deliverable boards as the market therefor shall be.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed these with their own hands (in presence of Jan van Loon and Jacob Tysz vander Heyden, called as witnesses hereto), in New Albany, dated as aforesaid.

This is the mark I AV of Jacob Vosburgh, made by himself
This is the mark X of Tierck Harmansz, made by himself

As witnesses:
Jan van Loon
Jacob Theysen vander Heyden
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Teunis Slingerlandt and John Gilbert of a house and lot in Albany

[355 blank; 356] On this 31st day of October 1681 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Teunis Slingerlandt of the one part and Jan Gilbert of the other part, who acknowledge that in love and friendship they have contracted and agreed in form and manner following, to wit: Teunis Slingerlandt acknowledges that he has sold to said Jan Gilbert a certain little house and lot standing and lying here in New Albany on the hill, next the house and lot of Cornelis van Schelluyne, together with all the rights which the seller at present has therein, which the seller delivers to the buyer at once; for which said buyer promises to pay to the seller sixteen good, whole, merchantable beaver skins,

[1] Tierck Harmensen Visscher.

the same to be paid in two instalments, whereof the first payment (being eight whole beavers) shall be punctually paid to the seller or his order in the middle of the trading season in the year 1682, and the remaining eight beavers in the middle of the trading season in the year 1683; but on the express condition that the buyer may pay the aforenamed beavers in silver money or seawan at beaver's value. Hereto the aforesaid contracting parties bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Court Messenger Williaem Percker and Mr Maerten Crygier, trustworthy witnesses hereto called), in New Albany, dated as aforesaid.

TUENYES SLYENGHERLANT
JOHN GILBERTT

As witnesses:
Wm: Parker
M: Cregier

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of Jan Douwesen Fonda to Thomas Craven, blacksmith

[357 blank; 358] On this 29th day of November 1681 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Douwe Jellisz Fonda of the one part and Thomas Craven of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Douwe Jellisz Fonda acknowledges that he has hired to said Thomas Craven his son Jan Douwesz Fonda (now about thirteen years old) for the time of five consecutive years to commence on the first of December of this year 1681 and to end on the first of December 1686; and the aforesaid master promises to teach the aforesaid youngster the smith's trade (as well as he can) and in addition to proper board to give him for the first year three good beavers, for the second, third and fourth years, four whole beavers yearly, and for the fifth year five whole beavers, in seawan or corn at market price. Likewise the aforesaid master promises that the aforesaid youngster may go to the evening school the first three winters, provided the father pays the school money; and the aforesaid father promises that his son (with God's help) shall serve out the aforesaid term and perform all proper work with diligence and obedience. Hereto

the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation whereof they have subscribed this with their own hands (in presence of Jacob Abrahamsz and Heyndrick Bries, trustworthy witnesses hereto called), in New Albany, dated as above.

DOUWE JELLISE FONDA
THOMAS CRAVEN

As witnesses:
Jacob Abrahamsen
Hendrick Bries

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a lot in Albany from Jacob Thyssen van der Heyden to Pieter Philpsen Schuyler

[359 blank; 360] On this 5th day of December 1681 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Jacob Tysz vander Heyden of the one part and Pieter Philipsz Schuyler of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Jacob Tysz acknowledges that he has sold to said Pieter Philipsz Schuyler his lot lying on the hill here in New Albany, with all the rights which the seller has therein (excepting the brick and stones, which the seller reserves). The seller delivers said lot to the buyer immediately, for which said buyer promises to pay to the seller, or his order, the sum of one hundred and twenty whole pieces of eight, said payment to be made next summer 1682 on conveyance from the seller. But in case the buyer and seller can not come to an agreement with merchandise, said buyer must make said payment in current pieces of eight. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and (in presence of Mr Dirck Wesselsz and Maes Cornelisz, trustworthy witnesses hereto called) they have subscribed this with their own hands, in New Albany, on the date above written.

JACOB THEYSEN VANDER HEYDEN
PIETER SCHUYLER

As witnesses:
Dirck Wesselsz
Maes Cornelysz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Harmen Bastiaensen and Teunis Pietersen of a house, lot and barn in Albany

[361 blank; 362] On this 6th day of January 168½ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Harmen Bastiaensz of the one part and Teunisz Pietersz of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Harman Bastiaensz acknowledges that he has sold to said Teunis Pietersz the house in which he now dwells, with the lot and barn and all that is thereon by nail and earth fast, to wit, so much as he has claim to, also four feet, viz. wood feet, on the north of said house to the fence; furthermore said buyer shall have the use of an alley, two and a half wood feet in width to the hill; and the seller promises to deliver all that is hereinbefore specified to the buyer on the first of May 1682, saving the lord's right; for which said buyer promises to pay to the aforenamed seller or his order the sum of ninety-five good, merchantable beaver skins, which one with another must weigh five quarter pounds each, in two payments, whereof the first payment shall be due (being the just half) next August 1682, and the second (being the last payment) in August 1683; but the seller promises to put upon the house before delivery a new roof of proper boards and if any of the rafters are not good he shall renew the same, all at his own expense.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Harman Gansevoort and Meeuwes Hoogeboom, as witnesses hereto called) in New Albany, dated as aforesaid.

HARMEN BASTI[AENSZ]
TEUNIS PIETERSEN

As witnesses:
Hermen Ganseuort
Meeus Hoogeboom

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Teunis Pietersen and Jan Jansen Ouderkerck of the house and lot bought of Harmen Bastiaensen

[363 and 364 blank; 365] On this 16th day of January 168½, appeared before me, Adriaen van Ilpendam, notary public (resid-

ing in New Albany), and before the hereinafter named witnesses, Teunis Pietersz of the one part and Jan Jansz Ouderkerck of the other part, who hereby acknowledge that in friendship they have contracted and agreed in form and manner following, to wit: Said Teunis Pietersz acknowledges that he has sold to said Jan Ouderkerck a certain house and lot, with all the rights thereto belonging, as he bought the same from Harman Bastiaensz on the 6th of January 168½; for which said buyer promises to pay said seller or his order the sum of eighty-one good, merchantable beaver skins weighing one with another five quarter pounds apiece, the same to be paid in two instalments, whereof the first payment (being the just half) shall be due in the month of August 1682, and the second (being the last payment) in August 1683; and in addition to this the buyer now delivers to said seller his lot on which his house was lately burned, free and unincumbered (excepting the lord's right); and he delivers to him free likewise all the hewn and round timber that lies in the woods for him, which he shall cause to be pointed out to the seller at the first opportunity.

Hereto the aforesaid contracting parties bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands in presence of Jan van Loon and Meuwes Hoogeboom (as witnesses hereto called), in New Albany, dated as aforesaid.

Teunis Pietersen
Jan Oudekerck

As witnesses:
Jan van Loon
Meeus Hoogeboom

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of Elisabeth Gerritsen de Honeur whereby she binds her son Symon Jansen to serve Cornelis Stevensen Muller at Claverack

[366] On this first day of February 168½ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Elisabeth Gerrits De Honeur of the one part and Maritie Lambertsz Loockermans of the other part, who acknowledge hereby that in friendship they have contracted and agreed in manner following, to wit: Said Elisabeth De Honeur acknowledges that she had hired her son named

Symon Jansz to serve Cornelis Stevensz Muller for a whole year at Claverrack with all diligencè and obedience in all proper work, to commence on the 3d of this month, 168⅔, and to end on the 3d of February in the year 168⅔, for which said Cornelis Stevensz Muller promises to pay to said youngster's mother the sum of seventeen whole beaver skins, but can pay in grain at beaver's price as the market shall then be therefor, to be delivered to her free here in New Albany, and he must in addition have the youngster's clothes washed and mended free. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands (in presence of Jan Provoost and Michiel Kalier, as witnesses hereto called), in New Albany, dated as above.

This is the mark X of ELISABETH DE HONEUR, made with her own hand
This is the mark X of MARITIE LAMBERTS LOOCKERMANS, made with her own hand

As witnesses:
This is the mark X of *Jan Provoost,* made with his own hand
This is the mark MK of *Michiel Calier,* made by himself

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Jacob Salomonsen and Hendrick Abelsen of a house and lot in Greenbush

[370][1] On this 8th day of February 168½, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the underwritten witnesses, Jacob Salomonsz[2] of the one part and Heyndrick Abelsz[3] of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Jacob Salomonsz acknowledges that he has sold to said Heyndrick Albelsz a house and lot standing and lying in the *Greyne Bosch,*[4] between the lot of Jan Oothout and

[1] 367 is blank and 368 and 369 contain a certified copy by van Ilpendam of the present instrument which is indorsed: Copy of a contract of sale of a house and lot in the Greyne Bosch, sold by Jacob Salomonsz to Heyndrick Abelsz.

[2] Jacob Salomonsen Goewey.

[3] Hendrick Abelsen Riddenhaas. He died before December 6, 1692, when his widow Sophia van Wyckersloot married Jan Nack.

[4] Literally: Pine Woods; afterwards corrupted to Greenbush, now part of the city of Rensselaer, N. Y.

the lot of Surgeon Cornelis van Dyck, which said house and lot with all that is thereto fast by earth and nail and all his rights in the same, the seller promises to deliver to said buyer on the first of May 1682, free and unincumbered (saving the lord's right); for which the buyer promises to pay to the seller the sum of thirty-three good, whole, merchantable beaver skins, to wit, in two instalments, whereof the first payment (being the just half) shall be due in the month of October 1682, and the second (being the last payment) in October 1683; but said buyer may pay the aforesaid beavers in seawan or silver money or good, marketable wheat at beaver's price, as the market therefor shall then be.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with their own hands (in presence of Jacob Tysz vander Heyden and Barent Meyndersz, called as witnesses hereto) in New Albany, dated as aforesaid.

This is the mark J S + of Jacob Salomonsz, made by himself
Hendrick Abel:

As witnesses:
Jacob Theysen van der Heyden
Barent Meyndersz

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of apprenticeship of Jellis van Vorst to Jeronimus Wendel to learn the shoemaker's trade

[371 blank; 372] On this 13th day of February 168½ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Jacobus van Vorst of the one part and Jeronimus Wendel of the other part, who acknowledge hereby that in all love and friendship they have contracted and agreed in manner following, to wit: Said Jacobus van Vorst acknowledges that he has hired to said Jeronimus Wendel his son (named Jellis van Vorst) who is now over eleven years old, for the time of six consecutive years to begin on the 20th day of this month of February 168½ and to end on the 20th of February 168⅞. And the aforesaid master promises to teach the aforesaid youngster the shoemaker's trade (as far as he is able) and for the said term to furnish him with good and proper burgher's board and clothing

and the first two winters to permit him to go to an evening school and to pay his tuition; and at the end of the aforesaid six years to fit him out with a proper workday and Sunday suit of clothes with their belongings. And the aforenamed father promises that his said son shall serve the aforenamed master in all proper work with all diligence and obedience. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Jan Mangelsz and Jacob Cornelisz Boogaert, called as witnesses hereto) in New Albany, dated as aforesaid.

This is the mark + of Jacobus van Vorst, made by himself
Jeronimus Wendel

As witnesses:
Jan Mangels
J[a]cob Cornelessen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of service of Jacques Vigor to Capt. Johannes Clute

[373 blank; 374] On this 24th of February 168½ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Capt. Johannes Clute of the one part and Jacque Vigors of the other part, who acknowledge hereby that in love and friendship they have contracted and agreed in manner following, to wit: Said Jacque Vigors acknowledges that he has hired himself to said Capt. Johannes Clute for the term of five consecutive months to begin on the 10th of May 1682, but that first, before said date, he is still to serve nine days on his old term (to wit, work days); and said Jacque Vigors shall after the expiration of said nine days serve said master two months with all diligence and obedience and shall then for three months do his own work, to wit, the first month for himself and the two months for said master, as said master shall please (excepting in the harvest); for which said master promises to furnish him and his wife and child proper food and drink for the aforesaid five months, but the wife must do her service as she has hitherto done. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, and have subscribed

this with their own hands in presence of Mr Andries Teller and Mr Maerten Crygier, in New Albany, dated as aforesaid.

JOHANNS CLUTE
JACQUE VIGOR

As witnesses:
A. Teller
M. Cregier

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of a house and lot in Albany from Jan Jansen Bleecker and Lourens van Alen to Jacob Loockermans

[375 blank; 376] On this first day of March 168½ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Jan Jansz Bleycker and Louwerens van Alen of the one part and Jacob Loockermans of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Jan Jansz Bleycker and said Louwerens van Alen acknowledge that they have sold to said Jacob Loockermans a house and lot standing and lying by the north gate here in New Albany, over against the house and lot of David Pietersz Schuyler, which house and lot (according to patent and conveyance, as said sellers received the same from Poulus Maertensz van Benthuysen) they promise to deliver to said buyer on the first of May 1682, free and unincumbered (excepting the lord's right); for which said buyer promises to pay to the aforesaid sellers or their order the sum of one hundred and ten good, whole, merchantable beaver skins at eight guilders apiece, each beaver of the weight of five quarters of a pound, or good, whole, heavy beavers at six guilders a pound, Dutch weight; the same to be paid in two payments, whereof the first payment (being a just half) must be paid in the month of July 1682 and the second (being the last payment) in the month of July 1683.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands in presence of Jacob Abrahamsz and Claes van Elslandt, dated as aforesaid.

JAN JANSZ BLEECKER
LOURUS VAN ALEN
JACOB LOKERMANS

As witnesses:
Jacob Abrahamsen
Claes van Elslant

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of Hendrick Rooseboom to Pieter Stevensen to learn the cooper's trade

[377 blank; 378] On this 20th day of April 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany) and before the hereinafter named witnesses, Heyndrick Rooseboom of the one part and Pieter Stevensz of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Heyndrick Rooseboom acknowledges that he has hired to said Pieter Stevensz his son named Heyndrick Rooseboom for the term of five consecutive years commencing on the first of May of this year 1682 and ending on the first of May 1687, to learn the cooper's trade from said master. The said master promises to teach said boy the cooper's trade as well as he can and in addition to provide him with proper food and clothing, burgher fashion, and every year after Christmas to send him to an evening school and to pay his tuition; and at the end of said term said master promises to fit out said boy (besides his common clothes) with a new suit, from top to toe, including a new hat as well as new stockings and shoes. And said Heyndrick Rooseboom promises that (with God's help) said boy shall serve the aforesaid master with all diligence and obedience during the aforesaid term. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, having subscribed this with their own hands (in presence of Claes Ripsz and Jacob Coenraetsz, called as witnesses hereto) in New Albany, dated as above.

Hendrick Rooseboom
Pieter Stevens
Hendrick Rooseboom

As witnesses:

Claes Ripsen van Dam
Jacob Ten Eyck

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm from Pieter Pietersen van Woggelum to Andries Albertsen Brat

[379 blank; 380] On this 29th day of April 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany,

and before the hereinafter named witnesses, Pieter Pietersz Woggelingh[1] of the one part and Andries Albertsz Brat of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Pieter Pietersz acknowledges that he has let to said Andries Albertsz Brat his farm called Woggelingh, with house, barn and all the fencing as it now stands for the term of the next six years, which term shall begin on the first of May of this year 1682 and end on the first of May 1688; for which said lessee promises to pay to said lessor or his order the sum of twenty-four good, whole, merchantable beaver skins as yearly rent and in addition one day every year to draw wood with two horses, but the lessee may pay in good, marketable winter wheat and peas, as the market shall then be, likewise a portion in marketable maize, the same to be delivered to the lessor free on the shore at New Albany. The lessor delivers with the farm six horses, to wit, four mares and a stallion and a gelding, also six milch cows, half the increase of which horses and cows shall be for the lessee, but at the end of said term he must return the same number of animals and every three years the division of the increase is to take place. The lessee may not keep any calves of his own there. The lessee promises to pay in addition for said cows twenty-four pounds of butter a year. The lessor also delivers with the farm six sows, for which the lessee promises to deliver each harvest two pigs, namely, two barrows, of over a year old; and at the expiration of the lease he shall be holden to deliver up again the said number [of sows] delivered, as well as the implements which the lessee shall receive therewith and all the fences according to the inventory which the [381] aforesaid contracting parties shall draw up at the first opportunity. All that is hereinbefore written the contracting parties mutually promise to execute and to perform, binding thereto their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges. And in confirmation hereof they have subscribed this with their own hands (in presence of Harman van Gansevoort and

[1] A misspelling for Woggelum, the name of a village near Alkmaar, in the province of North Holland, whence Pieter Pietersen's father, Pieter Adriaensen van Woggelum, *alias* Soogemackelyck, is supposed to have come.

Andries Hansz, called as witnesses hereto). In New Albany, on the date above written.[1]

PIETER PIETERSE WOGLUM
This is the mark AB of ANDRIES ALBERTSZ BRAT, made by himself

As witnesses:
Harmen Ganseuort
Andries Hansz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Hendrick Abelsen and Juriaen Calier to build a boat for Cornelis Cornelissen van der Hoeven and Andries Hansen Scherp

[382 and 383 blank; 384] On this 2d day of May 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the underwritten witnesses, Cornelis Cornelisz van der Hoven and Andries Hansz Scherp of the one part and Heyndrick Abelsz and Jurriaen Calier of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Cornelis van der Hoeven and said Andries Scherp acknowledge that they have contracted with Heyndrick Abelsz and Jurriaen Calier for the building of a boat which is to have a thirty-six foot keel, with a peak aft, also a cabin and a caboose, a mast, a rudder, a jib, a roasting spit, a crane beam, bilge strakes, gunwale, festoon work and four bunks, to wit, two fore and two aft. The employers shall furnish all the materials thereto and provide the contractors with free board. The contractors promise to begin thereon tomorrow, May 3d, and not to stop until all the aforesaid work shall be completed. For which said employers promise to pay to the contractors the sum of sixty good, whole, merchantable beaver skins, the first half to be paid in the month of October of this year 1682, in beavers, or wheat, or silver money, or seawan, as the market therefor shall then be, at beaver's price; the second (being the last payment) must be paid in June 1683, in the currency above described. Hereto the aforesaid contracting parties pledge their persons and estates, nothing excepted, subject to all lords, courts, tribunals and

[1] This lease was apparently canceled the next year for on July 12, 1683, Pieter van Woggelum leased the same farm for six years to Joachim Ketelhuyn.

judges and have subscribed this with their own hands in presence of Mr Andries Teller and Louwerens van Alen (called as witnesses hereto), on the date above written.

KORNELIS CORNELISCEN VAN OUUE
This is the mark A H of ANDRIES SCHERP
HENDRICK ABEL:
YURYEN COLYER

As witnesses:

A. Teller
Lourus van Alen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house and lot outside the north gate of Albany from Barent Albertsen Brat to Thomas Craven

[385–87 blank; 388] On this 2d day of May 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the underwritten witnesses, Barent Albertsz Brat of the one part and Thomas Craven of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Barent Albertsz Brat acknowledges that he has let to said Thomas Craven a certain house and lot, being the second house outside the north gate of New Albany, standing and lying next the house and lot which said Barent now keeps in his own possession; and the lot which said lessee shall have in use shall be in width to the fourth post from the house, standing on the street on the east side, and extend right through to the west side of the lot, which aforesaid house and lot the lessor lets to the lessee for the term of nine succeeding years, beginning on the first of June of this year 1682 and ending on the first of June 1691.

The lessee promises to make therein a stone cellar of fifteen feet square, with stone underpinning under the sills all around the house; also a double chimney set on a stone foundation; eight window panes, hinges to the doors and windows, hooks and staples to the windows and locks and bolts to the doors; the one room to run up properly with good bricks and to build stairs to go into the cellar; to run a sewer into the lessor's sewer and to finish off the one room in the loft with planed and matched boards on condition that the lessor shall deliver the boards therefor. The lessee shall

also make a proper shingle roof, tear down the bays (*uytlaet*) on the west side and make the house tight again with boards, but the lessor promises to deliver the boards; all of which shall be accounted to the lessee in lieu of rent for the aforesaid nine years. All that is hereinbefore written the contracting parties promise mutually to do and to perform, binding thereto their persons and [389] estates, nothing excepted, subjecting the same to all lords, courts, tribunals and judges. In witness whereof the aforesaid contracting parties have subscribed these with their own hands, in presence of Gysbert Marcellisz and Jacob Teunisz, as witnesses hereto called. In New Albany, the date above written.

This is the X mark of BARENT ALBERTZ BRAT, made with his own hand
THOMAS CRAUEN

As witnesses:
Gysbert Marcelis
Jacob Teunissen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bond of Thomas Craven to Robert Sanders

[390 and 391 blank; 392] Appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), on this 5th day of May 1682, Thomas Craven, who acknowledges that he is honestly and justly indebted and in arrears to Robbert Sandersz in the sum of forty-three good, whole, merchantable beaver skins, growing out of the purchase of smith's tools and iron work and a grindstone, which said sum said Thomas Craven promises to pay to said Robbert Sandersz or to his order in form and manner following, to wit: Seven beavers in September of this year 1682, eighteen beavers in September 1683, and eighteen beavers in September 1684; but in case of lack of beavers he can pay in good winter wheat as the market therefor shall then be, but it must be delivered on the shore here before New Albany. And as securities he hereby offers Jan Heyndricksz van Solsbergen and Cornelis Michielsz, who acknowledge themselves to be sureties herefor, jointly and severally, and have subscribed this with their own hands. Hereto the aforesaid Thomas Craven and likewise said sureties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands (in presence

of Harman van Gansevoort and Gabriel Thomasz, called as witnesses hereto). In New Albany, dated as aforesaid.

THOMAS CRAUEN
This is the mark + of JAN HEYNDRICSZ VAN SOLSBERGEN, made with his own hand
CORNELIS MYCHIELSEN

As witnesses:
Harmen Ganseuort
Gabriell Tomasen

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Bill of sale of a negro from Amadoor Vopie to Claes van Petten

[393 blank; 394] On this 27th day of May 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the underwritten witnesses, Amadoor Vopie of the one part and Claes van Petten of the other part, who acknowledge hereby that in love and friendship they have agreed and contracted in manner following, to wit: Said Amadoor Vopie acknowledges that he has sold to Claes van Petten a certain negro named Jan, the receipt of which negro the buyer acknowledges; for which said buyer promises to pay to said seller or his order the sum of fifty good, whole, deliverable beaver skins, but failing of beavers said buyer may pay in good, marketable winter wheat, or peas, as the market price thereof shall be in beavers, to wit, in the following four instalments of a just fourth part each, whereof the first payment shall be due in the beginning of next autumn of this year 1682, the second payment next winter, the third payment in the autumn of the year 1683, and the fourth (being the last payment) in the winter of 1683; and if the buyer make any payment in wheat, or peas, the same must be delivered here in New Albany free. Hereto said contracting parties bind their persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Jan van Loon and Willem Holie, called as witnesses hereto), the date above written.

This is the mark X of AMADOOR VOPIE, made by himself
KLAES VAN PETTEN

As witnesses:
Jan van Loon
Willmme Holye

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract between Barent Albertsen Brat and his sons Anthony and Dirck Barentsen Brat for the sale of a sawmill on the Normans kill

[395 blank; 396] On this 29th day of May 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Barent Albertsz Brat and his sons Anthony Barentsz Brat and Dirck Barentsz Brat, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Barent Albertsz Brat acknowledges that he has sold to his aforesaid two sons a sawmill on the Noormans kill, which heretofore belonged to Albert Andriesz Brat, and he delivers said mill with all that now belongs thereto, namely, all the tools and logs and all his rights, together with fifty-one hemlock logs lying at the Halve Maen,[1] to his aforesaid sons, free and unincumbered (saving the lord's right); for which said sons promise to pay to their aforesaid father the sum of four thousand and five hundred good, merchantable inch pine boards, to be delivered in the following four instalments, to wit, the first instalment (being the just fourth part) in this present year 1682 and so on a fourth part from year to year thereafter. Hereto the aforesaid persons, the father as well as the aforesaid sons, bind their persons and estates, having and to have, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Jacob Meesz Vrooman and Willem Ketelhuyn, called as witnesses hereto. In New Albany, dated as above.

This is the mark + of Barent Albertsz Brat, made by himself
Anthony Barentsen Brat
This is the mark D. B. of Dirck Barentsz Brat, made by himself

As witnesses:
Jacob Meesce Vroman
Willem Ketelhuyn

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Bill of sale of a negro named Jack from Amadoor Vopie to Abraham Franckfort

[397 blank; 398] On this 31st day of May, 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany),

[1] Half Moon, about 15 miles north of Albany, N. Y.

and before the hereinafter named witnesses, Amadoor Vopie of the one part and Abraham Franckvoort of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: Said Amadoor Vopie acknowledges that he has sold to said Abraham Franckvoort a certain negro named Jack, the receipt of which negro said buyer acknowledges; for which the buyer promises to pay to said seller or his order the sum of fifty good, merchantable beaver skins, but failing of beavers said buyer may pay in good, merchantable winter wheat, or peas, as the market price thereof in beavers shall then be, to wit, in four instalments of a just fourth part each, as follows: the first payment shall be made in the autumn of this year 1682, the second payment next winter, the third payment in the autumn of the year 1683 and the fourth (being the last payment) in the winter of 1683; but if the buyer make any payment in wheat or peas, the same must be delivered to the seller or his order free in New York. Hereto the aforesaid contracting parties bind their persons and estates, as well having as to have, nothing excepted, subject to all lords, courts, tribunals and judges, and they have subscribed this with their own hands (in presence of Jan van Loon and Willem Holie, called as witnesses hereto), on the date above written.

This is the mark X of AMADOOR VOPIE, made by himself
ABR[A]HAM FRANCKF[O]R[T]

As witnesses:

Jan van Loon
Wilmme Holye

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract between Geetruy Vosburgh and Johannes Martensen Beeckman for the sale of a house and lot in Albany

[399 blank; 400] On this 3d day of July 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Geertruyt Vosburgh of the one part and Johannes Maertensz Beeckman of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Geertruyt Vosburgh acknowledges that she has sold to said Johannes Beeckman her house and lot standing and lying here in New Albany on the hill, next Lucas Gerritsz, baker, and delivers the same at

once to said buyer as it lies in its fence, with all that is fast by earth and nail, free and unincumbered (excepting the lord's right), and promises to put upon it a new shingle roof, provided the buyer furnish the nails therefor at his own expense, which shingle roof (as aforesaid) Philip de Foreest, the cooper, promises to make, wherewith the buyer is content. For which house and lot the buyer promises to pay to the aforesaid seller or her order the sum of one hundred and twelve good, whole, merchantable beaver skins, which one with another must weigh five quarter pounds apiece, Holland weight, but the buyer may pay one-half in silver money as the market therefor shall then be at beaver's price; the same to be paid in four instalments as follows, to wit, thirty-six beavers in this present year 1682 in the month of August, thirty-six beavers in the month of August 1683, twenty beavers in the month of August 1684, and twenty beavers (being the last payment) in the month of August 1685.

Hereto the aforesaid contracting parties bind [401] their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands (in presence of Heyndrick Lantsingh and Philip de Fooreest, called as witnesses hereto). In New Albany, dated as above.

This is the mark X of GEERTRUYT
VOSBURG, made by herself
JOANNES MARTESEN BECKMAN

As witnesses:
Hendrick Lansinck
Philip de Foreest

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract between Teunis Pietersen and Johannes Appel for the sale of a house and lot in Albany

[402] On this 20th day of July 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Teunis Pietersz of the one part and Johannes Appel of the other part, who acknowledge hereby that in love and friendship they have contracted and agreed in form and manner following, to wit: Teunis Pietersz acknowledges that he has sold to said Johannes Appel a certain house and lot standing and lying here in New Albany on the hill, with all the rights and privileges thereof, as the seller bought said house and

lot from Harmen Bastiaensz on the 6th of January 168½; and said seller delivers all that is hereinbefore described to said buyer at once; for which said buyer promises to pay to the seller the sum of ninety good, whole, merchantable beaver skins, but said beaver skins can be paid in good marketable winter wheat or peas, as the market therefor shall then be at beaver's price, in the three following instalments of a third part each, whereof the first payment shall be made next January 1683, the second payment in January 1684, and the third (being the last payment) in January 1685; but said wheat or peas must be delivered here in New Albany free. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands (in presence of Jacob Loockermans and Barent Harmansz, called as witnesses hereto).

In New Albany, dated as aforesaid.

TEUNIS PIETERSEN
JOHANNES APPEL

As witnesses:
Jacob Lokermans
This is the mark B H of *Barent Harmensz,* made with his own hand

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Receipt of Teunis Pietensen

[403]. On this 27th day of October 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Teunis Pietersz, who hereby acknowledges that he has assigned to Harmen Bastiaensz, to be received in his name from Johannes Appel, all that is due to him from said Johannes Appel according to the preceding page. In witness whereof said Teunis Pietersz has subscribed this with his own hand in presence of Barent Mayndersz and Jacob Cornelisz Boogaert. In New Albany, dated as aforesaid.

TEUNIS PIETERSEN

As witnesses:
Barent Meyndersz
Jacop Cornelissen Boogert

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Jan Pietersen van Woggelum

[404] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ one thousand six hundred and eighty-two, on the fourth day of the month of September, old style, before me, Adriaen van Ilpendam, notary public residing in New Albany (appointed by the Right Honorable Edmon Andros in behalf of His Royal Highness James, Duke of York, governor general of all his territories in America), and before the hereinafter named witnesses, came and appeared the worthy Jan Pietersz van Woggelom,[1] born at Amsterdam, being now sick in body and lying in bed, but nevertheless having the full use and possession of his understanding, reason and memory to all outward appearances, which appearer, considering the shortness and frailty of human life and the certainty of death and the uncertainty of the time and hour thereof, wishing therefore to dispose of his temporal estate to be left behind while yet he (through God's grace) may be able and which he does of his own free will and notion, without anyone's suggestion or misleading; therefore he now ordains and determines this his last will and testament in form and manner following: First and foremost commending his immortal soul (whenever it shall be separated from his body) to the gracious and merciful hands of God, his Creator and Savior, and his body to a Christian burial, he, the appearer and testator declares [405] that he has nominated and instituted, as hereby he does, his lawful wife named Styntje Jans, born at Ootmarsen, dwelling in the Kil van Kol on Staten island near Pamar's Mill, to be his sole and universal heir to all his estate, real and personal, claims, credits, money, gold, silver coined and uncoined, jewels, clothing, linen and woolens, household furniture, nothing excepted, which he here and elsewhere on his death shall leave behind without the gainsaying or contradiction of any person; likewise that no person whoever shall have power to demand any accounting or inventory of the estate so long as she remains in her widowed condition; but if she marry again, she shall be holden first to settle a just one-half of the estate on the surviving children, as said estate shall be, and all the children to bring up in the fear of the Lord as a mother ought to do; all which aforesaid provisions he, the testator, declares to be his last

[1]Apparently a brother of Pieter Pietersen van Woggelum and a son of Pieter Adriaensen van Woggelum, *alias* Soogemackelyck.

will and testament, desiring that after his decease the same may have full force and effect, whether as will, codicil, donation, gift in anticipation of death, or otherwise as may be most suitable, notwithstanding that certain forms demanded by law and usage may not herein be fully observed; desiring the fullest benefit to be enjoyed herefrom, and one or more copies hereof in proper form to be made and delivered as occasion may require. Thus done and executed at the house of Pieter Pietersz Woggelom, in New Albany (in presence of the Honorable Commissary Cornelis van Dyck and Harman van Gansevoort, called as witnesses hereto) and subscribed by the testator in New Albany, the year, month and day aforesaid.

Jan Pyetersen

As witnesses:

Cornelis van Dyck
Harmen Gansevort

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Quitclaim of three feet of ground from Harmen Bastiaensen to his son-in-law Cornelis van Schelluyne

[406] On this 25th day of October 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Harman Bastiaense, who hereby acknowledges that he has delivered to his son-in-law Cornelis van Schelluyne three feet of ground in breadth, to wit, wood feet, and in length so far as said Cornelis Schelluyne's lot extends, but said feet must be measured from the path to the house where said Schelluyne dwells; and said Harman Bastiaensz hereby acknowledges that he is fully satisfied therefor and releases said Schelluyne from all further claims. Harman Bastiaensz aforesaid has subscribed these with his own hand in presence of Baltus Barentsz and Jacob Ten Eyck, called as witnesses hereto, in New Albany, dated *ut supra.*

Harmen Bastiaens

As witnesses:

Baltes Barentsz
Jacob ten Eyck

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of apprenticeship of Jellis de la Grange to Cornelis van Schelluyne to learn the shoemaker's trade

[407 blank; 408] On this 30th of October 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Omy de La Gransie of the one part and Cornelisz van Schelluyne of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed as follows, to wit: Said Omy de la Gransie acknowledges that he has hired his son Jellis De La Gransie to said Cornelis van Schelluyne for the time of three successive years to learn the shoemaker's trade, commencing on the first of May of last year 1681 and ending on the first of May 1684; and said master promises to teach said youngster said trade according to the best of his ability and to furnish him his board and shoes free; and said father promises that his aforenamed son shall serve the master with diligence and obedience as well in respect to said trade and in tanning and all that appertains thereto; furthermore said master promises that said youngster shall go every winter to an evening school, provided the father pays the tuition; also that said youngster may serve said father fourteen days every winter and said master promises to provide said youngster with a proper sleeping place in his house on condition that the father furnish the bedding.

All that is hereinbefore written, the aforesaid contracting parties promise to do and perform on pledge of their persons and estates (nothing excepted) subject to all lords, courts, tribunals and judges. In witness of which they have subscribed this with their own hands (in presence of Johannes de Wandelaer and Symon Schermerhoorn, called as witnesses hereto). In New Albany, dated as aforesaid.

This is the mark X of Omy De La
Gransie, made by himself
Cornelis van Schelluyne

As witnesses:

Johannes de Wandelaer
Symomen Schermerhooren

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract whereby Symon Volckertsen Veeder exchanges the lot called De Hoeck and one-half of the lot on which he dwells at Schenectady for Jacob Casparsen Halenbeck's farm on the Normans kill

[409–11 blank; 412] On this second day of November 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Symon Volckersz[1] of the one part and Jacob Caspersz[2] of the other part, who acknowledge hereby that in love and friendship they have agreed and contracted in manner following, to wit: Symon Volckersz acknowledges that he has exchanged with Jacob Caspersz the first lot (called De Hoeck),[3] with the just half of the lot on which Symon Volckersz now dwells at Schanechtade, with all that stands thereon on the west side next to Labatie; for which said Jacob Caspersz has given in exchange to Symon Volckersz all his rights as well in land as buildings on the Noormans Kill, and they promise to make conveyance and delivery to each other in the middle of next April 1683.

Hereto the aforesaid contracting parties bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Willem Gysbersz and Claes Graeff, called as witnesses hereto), in New Albany, dated as above.

This is the mark X of Symon Volckersz, made with his own hand
Jacob Kasperse

Willem Ghysbertse
Claes Andriesz Graef

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a young negress named Sara from Capt. Johannes Clute to Arnout Cornelissen Viele

[413–15 blank; 416] On this 16th day of November 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses,

[1] Symon Volckertsen Veeder, *alias* de Bakker, see *History of the Schenectady Patent*, p. 202–3.
[2] Jacob Casparsen Halenbeck.
[3] Also called "De bakker's hoeck," being the foremost farm numbered 9, on the south side of the Mohawk river; see *History of the Schenectady Patent*, p. 80, and map opposite p. 59.

Capt. Jan Clute of the one part and Aernout Cornelisz of the other part, who acknowledge hereby that in all love and friendship they have contracted and agreed in form and manner following, to wit: Said Capt. Johannes Clute acknowledges that he has hired to Aernout Cornelise a certain little negress (named Sara) for the time of three succeeding years, to begin on the first of December of this year 1682 and to end on the first of December 1685, and said Capt. Johannes Clute promises to fit out said negress with proper clothing, woolen as well as linen, stockings and shoes, and that said negress (now about nine and a half years old) shall serve out said term with said Aernout Cornelisz and his wife with all diligence and faithfulness according to her ability in all proper work; but if said Capt. Jan Clute has use for said negress one month every year in harvest time she shall serve him, provided that she shall serve out this time afterwards. And Aernout Cornelisz promises to fit out said negress again at the end of the aforesaid term as well with woolen as linen, shoes and stockings, the same as he shall have received; and Aernout Cornelisz not only takes this negress as hereinbefore stated, but promises to exercise her in godly prayers and to bring her up in the fear of the Lord, likewise to teach her to sew, knit and spin according to her capacity. Hereto the contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands in presence of the Honorable Adriaen Gerritsz van Papendorp and the Honorable Abraham van Tricht, called as witnesses hereto; dated as above.

JOHANNS CLUTE
A: CORNELISSEN VIELE

As witnesses:
Adriaen Gerretsen Papendurp
Abraham van Tricht, Chirurgeon
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture of apprenticeship of Augustin Le Roy to Adam Winne to learn ropemaking

[417–19 blank; 420] On this 28th day of November 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the afterwritten witnesses, Adam Winne of the one part, and Simon Le Roey of the other part, who hereby acknowledge that in love and friendship they have con-

tracted and agreed in manner and form following, to wit: Said Simon Le Roey acknowledges that he has hired to said Adam Winne his little son named Augustyn Le Roey, now about eleven years old, for the time of six successive years beginning from this date and ending the 28th of November 1688; and promises that said little son shall serve the master in all proper work with all diligence, obedience and faithfulness; and said master promises to provide the aforesaid youngster during the aforesaid term with proper food and clothing and to let him go to an evening school three winters and pay for the tuition; and at the end of the aforesaid term, said master promises to fit out said youngster with a common workday suit of clothes and a good Sunday suit of clothes, also with four new shirts, three new cravats and three handkerchiefs, a pair of new shoes, a pair of new stockings and a hat which is good; and if said youngster can learn ropemaking, said master promises to teach him the same to the best of his ability. The foregoing, the aforesaid contracting parties promise to do and perform on pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and they have subscribed this with their own hands in presence of Anthony Lespinard and Denies Du Plessis, called as witnesses hereto. In Albany, dated as aforesaid.

S: Le: Roy

This is the mark X of Adam Winne, made by himself

As witnesses:

Anthoine Lespinard
Denie Du Plessis

Quod attestor

Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of two houses and a lot on Joncker street from Jan Jansen Bleecker and Johannes Wendel to Arnout Cornelissen Viele

[421–23 blank; 424] On this 30th day of November 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Jan Jansz Bleycker and Johannes Wendel of the one part and Aernout Cornelisz Viele of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted as follows, to wit: Said Jan Jansz Bleycker and said Johannes Wendel

acknowledge that they have sold and said Aernout Cornelisz that he has bought of them certain two houses and lot standing and lying on Joncker street here in New Albany where said Aernout Cornelisz now dwells; and the sellers deliver the aforesaid premises at once with all the rights and privileges thereof as they bought the same at vendue this year; for which said buyer promises to pay to said sellers or their order fourteen whole beavers more than they paid for the same over and above the expenses for writing and conveyancing and promises to pay the same in the following two instalments, namely, the first payment (being the just half) must be made in the month of June 1683 and the second payment (being the last payment) in June 1684, but all may be paid in good, whole, merchantable beaver skins or in good, whole pieces of eight such as are currently accepted among traders without cavil, to wit, two pieces of eight for one beaver; and offers as sureties Cornet Petrus Schuler and Meyndert Harmansz, jointly and severally as principals. The aforesaid contracting parties and the sureties hereto bind their respective persons and estates, real and personal, present and future, nothing excepted, [425] subject to all lords, courts, tribunals and judges, and have subscribed the original hereof with their own hands (in presence of the Honorable Commissaries Cornelis van Dyck and Dirck Wesselsz ten Broeck, called as witnesses hereto). In New Albany, dated as above.

Upon collation this was found to agree with the original.

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of one-half of a boat from Barent Harmensen to Jacob Casparsen

[426] On this 16th day of December 1682 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Barent Harmensz of the one part and Jacob Caspersz of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Barent Harmensz acknowledges that he has sold to said Jacob Caspersz the half of a boat belonging to him and Jan Adriesz Douw jointly, to each a half, to wit, of the whole boat with all that belongs thereto, as they sailed the same last summer; likewise half of a canoe which belongs to her (excepting pots or kettles, bowls and spoons); and the seller promises to deliver said boat to the buyer at Albany as soon

as the same can be brought out of the Kill next spring and to have four bunks made in said boat at once; for which the buyer promises to pay to the seller the sum of sixty-eight good, whole, merchantable beaver skins but said beavers may be paid in good winter wheat or silver money as the market therefor shall then be at beaver's price, to wit, in two payments whereof the first payment (being the just half) must be paid in the middle of next May 1683, and the second (being the last payment) in February 168[4]. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Jan van Loon and Dirck Albertsz Brat, called as witnesses hereto), in New Albany, dated as aforesaid.

This is the mark BH of Barent Harmensz, made by himself
Jacob Kasperse

As witnesses:
Jan van Loon
Dyrck Albertse Brat
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract to sell land on the east side of the Hudson river near Magdalena island from Capt. Jan Bachter, an Esopus Indian, to Jacob Jansen Gardenier, Jurriaen Teunissen Tappen and Harmen Gansevoort

[427–29 blank; 430] This day, the 3d of January 168⅔, appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, an Esopus Indian called Capt. Jan Bachter, who hereby binds himself that he will not sell the land that belongs to him on the east side near Magdalena island,[1] with all the privileges thereof and the kills and creeks to anyone else but to those who have given him earnest money on the firm promise of said land, to wit, to Jacob Jansz Gardenier, Jurriaen Teunisz van Tappen and Harman van Gansevoort. The aforesaid Indian hereby acknowledges that he has already received thereupon as an earnest a half barrel of good beer. In confirmation whereof said Indian has subscribed this with his own hand (in

[1] Magdalen island, a little south of Tivoli, opposite the town of Red Hook, Dutchess county, N. Y. Another translation of this contract of sale is in *Doc. Rel. to Col. Hist. N. Y.*, 13:566.

presence of Jan van Loon and Pieter Pietersz Woggelom, called as witnesses hereto), in N. Albany, date as above.

This is the mark X of Capt. Jan Bachter, made with his own hand
Which I certify,
Adriaen van Ilpendam, *Not. Pub.*

As witnesses and interpreters:
Jan van Loon

Contract of sale between Jan Hendricksen Vrooman and Omy de La Grange of a farm on the Normans kill

[431 blank; 432] On this 9th day of February 168$\frac{2}{3}$ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Jan Heyndricksz Vrooman of the one part and Omy de La Gransie of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Jan Heyndricksz Vrooman acknowledges that he has sold to said Omy De La Granise all his land, house and barn and palisades and all the rights which belong to him on the Noormanskill, just as the seller bought the same of Jan Caspersz; likewise twelve skipples of winter wheat which was sowed in the ground; and the seller promises to deliver all that is hereinbefore specified (as it is at present) in the middle of next April 1683; for which the buyer promises to pay to the seller or to his order the sum of one hundred good, deliverable, merchantable beaver skins, to wit, in the four following payments, whereof the first payment of twenty beavers must be made in April 1683 on the delivery, the second payment of thirty beavers in March 1684, the third payment of twenty-five beavers in March 1685 and the last payment of twenty-five beavers in March 1686. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Robbert Sandersz and Melchert Wynantsz, called as witnesses hereto). In New Albany, dated as above.

Jan Hendrickse Vrooman
This is the mark X of Omy de La Gransie, made by himself

As witnesses:
Robbert Sandersz
Melgert vander Poel

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale of Dirck Bensem's half-interest in a farm at Claverack to his brother Johannes Bensem

[433 blank; 434] On this 17th day of March $168\frac{2}{3}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Dirck Bentsingh of the one part and Johannes Bentsingh of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Dirck Bentsingh acknowledges that he has sold to his aforenamed brother Johannes Bentsingh his half of a certain piece of land lying in the Claverrak as they together bought the same from Gerrit van Slichtenhorst, of date April 19, 1675; likewise he hereby sells to his said brother all his rights in the house, barn, rick and all the farm utensils as they now are, nothing excepted, and delivers the same at once to him, free and unincumbered (saving the patroon's right); for which the buyer promises to pay to the seller or his order the sum of one hundred and sixty-five whole, deliverable beaver skins at eight guilders apiece, in three payments of a just third part each, whereof the first payment shall be due next October 1683, the second payment in October 1684 and the third (being the last payment) in October 1685, but the last two payments must be made one-half in October and the other half in December; and the buyer may give as part of every instalment four hundred merchantable boards in the month of May at market price and pay the remainder in merchantable wheat and peas; the two last instalments the buyer promises to help the seller to bring here to New Albany. The aforesaid contracting parties promise to perform the above-said conditions under pledge of their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands (in presence of Pieter Adriensz Mackelyck and Willem Hofmeyer, called as witnesses hereto); in New Albany, dated as aforesaid.

DIRCK BENSEM
This is the mark X of JOHANNES BENTSINGH, made by himself

As witnesses:
Pieter Adriaensz[1]
Willem Hoffmeyer

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[1] Pieter Adriaensen van Woggelum, *alias* Mackelyck, or Soogemackelyck (So-easy).

Contract of sale between Geertruy Jeronimus and Bay Krusfelt (Croesvelt) of a house and lot in Albany

[435 blank; 436] On this 26th day of March 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Geertruyt Jeronimus, widow of Joachim Wesselsz, baker, of the one part and Bay Kroesvelt of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Geertruyt Jeronimus acknowledges that she has sold and Bay Kroesvelt that he has bought her house and lot as it now lies in its fence, with all that is fast by earth and nail, standing and lying here in New Albany near the church, which aforesaid house and lot the aforesaid seller promises to deliver to said purchaser on the first of July of this year 1683; for which the buyer promises to pay to the seller or her order the sum of two hundred good, deliverable beaver skins at eight guilders apiece, to wit, eighty beavers on delivery, whereof the half may be paid in silver money, beaver's price, and furthermore the remaining one hundred and twenty beavers to be paid in three payments, every year a just third part, that is, forty beavers yearly, in the beginning of July 1684, 1685, 1686, the half in beavers and the other half in silver money as aforesaid.

For the performance whereof the aforesaid contracting parties bind their persons and estates, real and personal, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Meyndert Fredericsz and Omy De La Gransie, called as witnesses hereto). In New Albany, dated as aforesaid.

BAY KRUSFELT
This is the mark I of GEERTRUYT JERONIMUS, made by herself

As witnesses:

This is the mark X of *Meyndert Fredericsz,* made by himself
This the mark X of *Omy De La Gransie,* made by himself

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of Jacob Phenicx's half-interest in a farm called the Klinckenbergh to Teunis Pietersen and Broer Jansen

[437 blank; 438] On this 2d day of April 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany),

and before the hereinafter named witnesses, Jacob Fenix of the one part and Teunis Pietersz and Broer Jansz of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Jacob Fenicx acknowledges that he has sold to Teunis Pietersz and Broer Jansz his interest in a certain farm called Klinckenbergh,[1] to wit, the entire half of everything, as well of the house, barn, rick and land as of the orchard, just as he, the said Jacob Fenix heretofore bought the same of Cornelis Michielsz and has hitherto had the use thereof; likewise two horses, one sow, the half of the wagon, the half of the plow, the half of the harrow, two Flemish scythes and one [ordinary] scythe, six hens, a small anvil and hammer, and a small canoe, all of which the seller promises to deliver to the aforesaid buyers within the next eight days, all free and unincumbered (saving the lord's right); for which the aforesaid buyers promise to pay to the said seller or his order the sum of one hundred and four merchantable beaver skins, the same to be paid as follows, to wit, a just third part yearly, but on the express condition that fourteen beavers must be paid next May of this year and the remainder of the first third part [439] must likewise be paid in the middle of next November of this year 1683; the second third part in the middle of November 1684 and the last third part in the middle of November 1685; provided that all the aforesaid payments may be made in beavers, silver money, good winter wheat or peas, as the market therefor shall then be, beaver's price.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Capt. Philip Schuyler and Maes Cornelisz, called as witnesses hereto). In New Albany, dated as aforesaid.

JACOB PHENICX
TEUNIS PIETERSEN
This is the mark T of BROER JANSZ,
made by himself

As witnesses:

Philip Schuyler
Maes Cornelysz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] Klinkenberg, a little north of Four Mile point, in the town of Coxsackie, N. Y. Cornelis Michielsen acquired this farm from Myndert Fredericksen, who bought it from Jan Hendricksen Bruyn, one of the original patentees. See *History of Greene County*, pub. by J. B. Beers & Co., New York 1884, p. 153.

Terms of purchase of certain merchandise received by Johannes Rooseboom from Andries Teller for the purpose of barter with the Indians

[440 and 441 blank; 442] On this 12th day of April 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Mr Andries Teller of the one part and Johannes Rooseboom of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Johannes Rooseboom acknowledges that he has received from said Mr Teller some merchandise as specified in the list thereof placed in the hands of said Rooseboom and at the following prices, to wit:

4⅛ ells of duffel for a beaver of 1½ lb
2⅝ ells of strouding for a beaver of 1½ lb
2 ells of scarlet cloth for a beaver of 1½ lb
3 guilders in beavers for every child's coverlet
5 shirts for a beaver of 1½ lb
kettles at 1 gl. 10 st. a lb, in beavers
5 axes for a beaver of 1½ lb
6 pairs of stockings for a beaver of 1½ lb
guns at 12 gl. apiece, in beavers
18 ells of Osenbrug[1] linen for a beaver of 1½lb
powder at the rate of 50 lb for five good, merchantable beavers

Goods received which said Rooseboom can not barter, he may return to Mr Teller at the same prices, if not damaged.

Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Mr Johannes Provoost and Harman Rutgersz), in New Albany, dated as above.

A. Teller
Johannes Rooseboom

As witnesses:
Joh: Provoost
Herman Rutgers

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

[1] Osenbrugge, or Ossenbrugge, the old Dutch name for the city of Osnabrück, in Hanover.

Contract for the sale of a house and lot in Albany from Abraham Staets to Sybrant van Schaick

[443 blank; 444] On this 20th day of April 1683 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the undersigned witnesses, the Honorable Major Abraham Staats of the one part and the worthy Sybrant van Schaeyck of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Major Abraham Staas acknowledges that he has sold and Sybrant van Schayck that he has bought a certain house and lot standing and lying here in New Albany, to the north of Major Abraham Staas and to the south of Juuriaen van Hoesem, Major Staas to have free drip from his house; said house and lot is five rods and seven feet long on the south side, five rods and four and a half feet on the north side, two rods and seven feet broad on the east side and two rods and eight inches on the west side on the street, all Rhineland measure; which said house and lot said seller delivers to said buyer at once, free and unincumbered (excepting the lord's right); for which said buyer promises to pay to the seller one hundred good, whole, merchantable beaver skins or the value thereof in good current silver money, to be paid, forty beavers next August of this year 1683, in currency as aforesaid; in August 1684 thirty beavers; and in August 1685 likewise thirty beavers.

Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges. In confirmation of which they have subscribed this with [445] their own hands (in presence of Pieter Meese Vrooman and Jurriaen van Hoesem, called as trustworthy witnesses hereto). In New Albany, dated as above.

Abram Staas
Sybrant van Schaick

As witnesses:

Pieter Meesen Vrooman
Jurriaen van Hoesen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Quitclaim from a Highland Indian named Massany to Pieter Lassen and Jan Smeedes of land on the east side of the Hudson river called Minnissingh and a waterfall called Pooghkepesingh

[446][1] On this 5th day of May 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the undersigned witnesses, a certain Highland Indian named Massany, who hereby acknowledges that he has given as a free gift a farm to Pieter Lassingh[2] and a farm to Jan Smeedes, the young glazier, also a waterfall near the bank to build a mill thereon; the falls are called Pooghkepesingh[3] and the land is called Minnissingh,[4] lying on the east side of the river. He acknowledges this gift in the presence of the Honorable Magistrates Cornelis van Dyck and Dirck Wesselsz Ten Broeck, who themselves have heard two Indians, one named Speck and the other Pechpaiemo, testify that the aforesaid Indian Massany now delivered the aforesaid property to said Pieter Lassingh and Jan Smeedes without retaining for him or his descendants the right to claim hereafter a stiver's worth from them; also that the said Indian Massany is the lawful inheritor and owner of said land. The foregoing has been interpreted to me in presence of the said honorable magistrates by the wife of Jurriaen Teunisz and said Indian has subscribed it with his own hand, in Albany, on the date above written.

This is the mark X of MASSANY,
made by himself, which I certify,
ADRIAEN VAN ILPENDAM, *Not. Pub.*

As witnesses:
Cornelis van Dyck
Dirck Wesselsz

Contract of sale between Claes Jansen Stavast and Pieter Pietersen van Woggelum of a house and lot in Albany

[449][5] On this 27th day of May 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Claes Jansz Stavast of the one part and Pieter Woggelom of the other part, who hereby

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[1] In *Doc. Rel. to Col. Hist. N. Y.*, 13:571, is another translation of this deed in which the name of one of the Indians is by mistake given as "Vechpaidmo."

[2] Pieter Pietersen Lassen.

[3] Poughkeepsie, Dutchess county, N. Y.

[4] The exact location of this land is not ascertained; see E. M. Ruttenber, *Indian Geographical Names*, p. 45.

[5] Page 447 is blank and pages 448 and 449 are reversed.

acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Claes Jansz Stavast acknowledges that he has sold to said Pieter Woggelom his house and lot standing and lying here in New Albany wherein he now dwells, and promises to deliver the same with all that is fast by earth and nail to said buyer, unincumbered and free from all claims (excepting the lord's rights) according to patent and conveyance, on the first of October of this year 1682; for which said buyer promises to pay to the aforesaid seller or to his order the sum of one hundred and twenty good, whole, merchantable beaver skins by weight, as the same pass among traders, but said buyer may pay said beavers partly in seawan, or silver money, or wheat, or peas as the market therefor shall then be, to wit, in the three following payments of a just third part each, the first payment whereof the buyer promises to make the next month of June of this year 1682, the second payment in June 1683, and the third (being the last payment) in June 1684; and on the last payment the seller promises to deliver to said buyer a good and sufficient [448] deed of conveyance. For the performance whereof the aforesaid contracting parties bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Hans Dreeper and Wouter vanden Uythoff, called as witnesses hereto). In New Albany, dated as aforesaid.

C: Jansen Stavast
Pieter Woglom

As witnesses:
Hans Dreper
Wouter Albertsen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Teunis Slingerlandt and Geertruyt Pieters Vosburgh of a lot at Albany

[450] On this 4th day of June 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Teunis Slingerlandt of the one part and Geertruyt Pieters[1] of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in form and manner following, to wit: Said Teunis Slingerlandt

[1] Geertruyt Pieters Vosburgh.

acknowledges that he has sold and said Geertruyt Pieters that she has bought a certain lot on the south side of New Albany directly opposite Jan Albertsz Brat, and said seller delivers said lot to said buyer at once, free and unincumbered, excepting the lord's right, according to patent; for which Geertruyt Pieters promises to pay to said Teunis Slingerlandt or his order the sum of thirteen good, whole, merchantable beaver skins, either in silver money or good winter wheat as the price therefor shall then be, to be paid next winter, the wheat to be delivered here free to the seller.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands in presence of Jan Albertsz Brat and Willem Ketelhuyn (called as witnesses hereto), in New Albany, dated as above.

TUENYES SLYENGHERLANT
This is the mark X of GEERTRUYT PIETERS, made by herself

As witnesses:

Jan Brat
Willem Ketelhuyn

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a farm from Pieter Pietersen van Woggelum to Joachim Ketelhuyn

[451 blank; 452] On this 12th day of July 1683 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Pieter Pietersz Woggelom of the one part and Joachim Ketelhuyn of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Pieter Pietersz acknowledges that he has let to said Joachim Ketelhuyn his farm called Woggelom, with house and barn and all the fencing as it now stands, for the term of six successive years, commencing from the first of May of this year 1683 and to end on the first of May 1689; but if said lessee does not care to stay any longer than three years, he may terminate the lease at the end of the three years. For which the said lessee promises to pay to the lessor or his order the sum of twenty-four good, whole, merchantable beaver skins yearly as rent and, in addition thereto, each year to draw wood one day with two horses; but the lessee may pay

in good winter wheat and peas, also a portion in maize, all as the market therefor shall then be, to be delivered to the lessor free, on the shore in New Albany. The lessor delivers therewith six horses, to wit, four mares and a stallion and a gelding; likewise six milch cows, of which said horses and cattle the lessee shall have the half of the increase, but at the end of the above-written term he must make good the aforesaid number of the aforesaid horses and cattle; and the division shall be made every three years. The lessee shall not keep any calves there for his own benefit. The lessee promises also to pay yearly twenty-four pounds of butter for the aforesaid cows. The lessor likewise delivers therewith three sows, for which the lessee promises to deliver a hog of over a year old every autumn and he shall be holden at the end of the lease to deliver up again the same number; likewise all the farm implements which he has received, and all the fencing, according [453] to inventory thereof which the contracting parties shall make out at the first opportunity; moreover he shall properly put into the ground as much seed as is now sown therein; and the flat (*valey*) which the lessee has now in use he shall at the end of the lease deliver up again entirely plowed and as much of it in seed as is at present sowed. And if within the aforesaid term the lessee wants to have a new house built, he shall furnish the timber therefor at his own cost and board the laborers. As regards the orchard, the lessee shall be holden to clear it of brush, in the open places where there are no trees to plant new trees and to keep it clean, provided the lessor furnish the trees therefor. The aforesaid contracting parties mutually promise to execute and perform the aforesaid conditions under pledge of their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges, and in confirmation thereof they have subscribed this with their own hands (in presence of Harman Gansevoort and Sybrant van Schayck, called as witnesses hereto); dated as aforesaid.

PIETER WOGLOM

This is the mark S of JOACHIM KETELHUYN, made with his own hand

As witnesses:
Harmen Gansvort
Sybrant van Schaick

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Frederick Claessen of Westenes

[454 and 455 blank; 456] On this 23d day of July 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Frederick Claesz, born in the land of Drent at Westenes,[1] wishing hereby to make disposition of his effects to be left behind, in case it shall please God Almighty to take him to his kingdom, seeing that he now is sick in body but to all outward appearances of sound mind and memory, bequeaths and leaves to his mother named Roelofie Willems and to his sister named Hilletie Claes, dwelling at Staphorst, and to Jannetie Gerrits, dwelling in the colony of Renselaerswyck at Bet[h]lehem, all his effects; and the testator hereby appoints as his executor the worthy Gerrit Gysbertsz with absolute power to arrange all his affairs and after his decease to give him a decent burial and furthermore (if after his death anything remains) to make over the same to the aforesaid three persons, each a just third part.

The foregoing, the appearer promises to hold valid and desires the same, being his last will and testament, to be fully observed and carried out, and he has subscribed this with his own hand (in presence of the Honorable Magistrate Jan Jansz Bleycker and the worthy Barent Meyndersz, called as witnesses hereto). In New Albany, dated as aforesaid.

This is the mark X of Frederick Claesz, made by himself

As witnesses:
Jan Jansz Bleecker
Barent Meynders

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of apprenticeship of Gerrit van der Zee to Johannes Vinhaeghen to learn the tailor's trade

[457–59 blank; 460] On this 30th day of July 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, the worthy Willem Ketelhuyn of the one part and the worthy Johannes Fynaghen of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Willem Ketelhuyn acknowledges that he

[1] Westenesch, in the present province of Drenthe, Netherlands.

has bound to said Johannes Fynagen his son[1] (called Gerrit vander Zee, now about twelve years old) for the term of four successive years, which term shall begin on the first of August 1683 and end on the first of August 1687; and the aforesaid master promises to teach the aforesaid youngster the tailor's trade as well as he can; and the aforesaid father promises that his aforesaid son shall serve him with all diligence and faithfulness; the first three years the father shall give his son board and have his washing done for him, but the fourth year the master promises to give said youngster proper board, and the first three years to let him go to the evening school for two months after Christmas, provided the father pay for his tuition; and at the end of the four years said master promises to deliver to said youngster a cloth suit, to wit, a coat, breeches, a pair of new stockings, a pair of new shoes and two good, whole pieces of eight; and the clothing which the said youngster shall need within the aforesaid four years, said master shall make for him at his own expense, on condition the father provide the material therefor. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands in presence of Heyndrick Rooseboom and Gerrit Lansingh; in Albany in America, dated as aforesaid.

Willem Ketelhuyn
Jan Vinhaeghen

As witnesses:
Hendrick Rooseboom
Gerrit Lansinck

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Claes Jansen van Bockhoven and Wouter Pietersen Quackenbosch of a piece of land without Albany between the Third and Fourth kills

[461–63 blank; 464] On this 11th day of August 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Claes Jansz van Boeckhooven of the one part and Wouter Pietersz Quackenbosch of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in form and manner following, to wit: Said Claes Jansz van Boeckhooven acknowl-

[1] Step son?

edges that he has sold to said Wouter Pietersz Quackenbosch a certain piece of land lying without New Albany in the colony of Renselaerswyck, between the Third and the Fourth kill, with all his rights therein and as the same now lies in its fence, on condition that Jan Heyndricsz Bruyn shall first receive his interest therein. And said seller delivers said land to said buyer now at present, free and unincumbered (saving the lord's right), for which said buyer promises to pay to the seller or his order the sum of fifty-eight whole beavers and a half beaver, the just half of which the buyer shall be holden to pay within one month from this date and the remaining half in three payments, each of a just third part, whereof the first payment shall be made in August 1684, the second in 1685, and the third, being the last payment, in 1686; but whatever the buyer shall earn by work, shall be credited to him as an offset. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and they have subscribed this with their own hands (in presence of Meyndert Fredericsz and Leendert Philipsz, called as witnesses hereto), in New Albany, dated as above.

This is the mark X of CLAES JANSZ VAN BOECKHOOVEN, made with his own hand

This is the mark X of WOUTER PIETERSZ QUACKENBOSCH, made with his own hand

As witnesses:

This is the mark X of *Meyndert Fredericsz,* made with his own hand

Leendert Phylens

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Indenture whereby Jan Heyndricksen van Solsberghen binds his son Jan Jansen to Claes Jansen van Bockhoven and his wife for the term of six years

[465 blank; 466] On this 26th day of October 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Jan Heyndrickse van Solsbergen of the one part and Volckertie Jans, wife of Claes Jansz van Boeckhooven, of the other

part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner and form following, to wit: Said Jan Heyndricsz van Solsbergen acknowledges that he has bound to said Claes Jansz van Boeckenhooven and his aforenamed wife, his son named Jan Jansz van Solsbergen (now about ten years old) for the term of six successive years, to begin on the first of May 1684 and to end on the first of May 1690. And said father promises that said youngster shall serve the aforesaid master and wife (with God's help) during said term with all diligence, obedience and faithfulness; and the aforesaid wife (as attorney for her husband) promises, at the end of the aforesaid term, to fit out the youngster with a good workday suit and a good Sunday suit of clothes, a pair of new shoes and stockings, four good shirts, four handkerchiefs, four cravats and a good hat. Hereto the aforesaid contracting parties bind their persons and estates, real and personal, present and future, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Jacob Tysz vander Heyden and Nicolaes Maniere, called as witnesses hereto), in New Albany, dated as aforesaid.

This is the mark + of JAN HEYNDRICKSZ VAN SOLSBERGHEN, made with his own hand

This is the mark + of VOLCKERTIE JANS, made with her own hand

As witnesses:

Jacob Theysen vander Heyden
Nicollas Maniere

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Will of Adam Dingemans and his wife

[467 blank; 468] In the name of the Lord, Amen. Know all men by the contents of this present public instrument that in the year 1683 after the birth of our Lord and Savior Jesus Christ, the 19th day of November, before me, Adriaen van Ilpendam, notary public, appeared the worthy Adam Dingemans, born at Haerlem in Holland and the virtuous Aeltie Jacobs Gardenier, born at New Albany in America, persons joined together by marriage, to me, the notary, well known, both being at present sound of body and having full

use and possession of their understanding and memory to all outward appearances; which appearers, considering the shortness and frailty of human life, the certainty of death, and the uncertainty of the time thereof, and wishing to dispose of their temporal effects to be left behind while they yet (through God's grace) have power, as they do of their own free will and motion without persuasion or misleading of anyone, have now jointly ordained and determined this their last will and testament in manner following. First of all they commend their immortal souls (whenever they shall be separated from their bodies) to the gracious and merciful hands of God, their Creator and Savior and their bodies to a Christian burial and hereby revoke, cancel and annul all and every such testamentary dispositions and bequests as they have heretofore severally made or executed, holding the same null and of no effect. And now disposing anew, these appearers, out of the mutual and special love which they, during their marriage estate have borne and do now bear for each other declare that reciprocally they have nominated and instituted the survivor of both of them their sole and universal heir to all the property, real and personal, assets, credits, money, gold and silver coined and uncoined, jewels, clothing, linen and woolens, household furniture and whatsoever else, nothing excepted, which the one who dies first shall leave behind [469] as well in this country as elsewhere, to be used as his or her own absolute property, without contradiction or opposition of anyone; but on the express condition that if the survivor shall again enter into the marriage estate, he or she shall be holden to settle half of the estate left upon the children and bring them up in the fear of the Lord until the youngest shall be at least eighteen years of age, for which purpose the survivor shall receive the income and profits thereof, and after the death of the survivor, when the youngest child shall be eighteen years of age, the children shall all receive their legitimate portions of whatever may remain share and share alike, (and Maes Cornelisz and Johannes Roos are appointed their guardians), all that is hereinbefore written these appearers declare to be their joint last will and testament, desiring that after the death of one of them, as well as of both of them, the same have full force and effect, whether as will, codicil, donation, gift in anticipation of death or otherwise as shall be most consistent, notwithstanding that certain forms according to law and usage may not have been herein observed, desiring that the utmost benefit hereof may be enjoyed and that one or more copies hereof in

proper form may be made and delivered, as occasion may require.

Thus done and executed in New Albany in America at the house of me, the notary, the year, month and day aforewritten, and subscribed by the aforesaid testators with their own hands in presence of Jacob Tysz vander Heyden and Jan van Loon, called as trustworthy witnesses hereto.

ADAM DINGEMAN
This is the mark A I of AELTIE JACOBS GARDENIER, made with her own hand

As witnesses:
Jacob Theysen vander Heyden
Jan van Loon

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Tierck Harmensen to build a house for Hendrick Rooseboom

[470 and 471 blank; 472] On this 27th day of November 1683 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Tierck Harmansz,[1] of the one part and Heyndrick Rooseboom of the other part, who hereby acknowledge that in all love and friendship they have agreed and contracted in manner following, to wit: Said Tierck Harmansz acknowledges that he has contracted to build for said Heyndrick Rooseboom a small house about eighteen feet in length and ten feet in width, next to and on the south of said Rooseboom's house, the timbers to be let into the large house. [The small house] is to have a standing gable and Tierck is to lay therein a garret floor and [main] floor of his own boards; Tierck must also furnish all the lumber for the floor timbers and all the woodwork of the whole house, including the boards and strips for a tile roof; furthermore he is to make a back door with a light over the door, a chimney mantel and a window with transom and mullion and a doorframe in the front gable, which is to be made of matched boards; but if the said house can be made longer or wider according to the dimensions of the ground, then the contract price shall be raised pro rata; for which said contractor shall receive after the work is done, all at the expense of the said contractor, nine good, whole, merchantable beaver skins, but if said

[1] Tierck Harmensen Visscher.

house shall be completed by the first of May 1684 the contractor shall be paid therefor ten whole beavers, and if by the first of May it be not completed then he shall not have more than eight whole beavers; provided that the garret floor and [main] floor shall not be laid before the boards are seasoned. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands on the date above written in presence of Jacob Tysz vander Heyden and Heyndrick Jansz Huys.

This is the mark X of TIERCK HARMANSZ, made by himself
HENDRICK ROSEBOOM

As witnesses:
Jacob Theysen vander Heyden
This is the mark + of *Heyndrick Jansz,*
made by himself
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Dirck Albertsen Brat and Andries Teller of a house and lot in Albany

[473 blank; 474] On this day, the 15th of February, in New Albany, 168¾ Dirck Albertz Brat acknowledges and declares that he has sold to Mr Andries Teller his house and lot with all that is therein fast by earth and nail and now occupied by him, lying and standing on the hill, next to the house of Jan Gilbert on the one side and on the other side young Evert Wendel, according to patent and conveyance thereof, for the sum of fifty good beavers of 1¼ lb weight each, to be delivered next first of May, which aforesaid fifty beavers shall be credited upon what he now owes Teller, to wit, fl. 2226:4 in beavers; and whatever more Dirck Brat is in arrears to Andries Teller, he is bound to pay at said Teller's call; provided that Dirck Brat shall remain in the aforesaid house for the term of the next three years beginning from this date and every year pay three beavers and the necessary repairs at Dirck's expense; and within this time he may regain the ownership of said house at the aforesaid price of fifty beavers, but not thereafter, provided that the aforesaid fifty beavers shall be the last payment of whatever he owes Mr Teller on this date; of which aforesaid house and lot Dirck agrees to deliver the patent and a proper conveyance to Mr Teller at once. And whereas Dirck Brat has taken

an inventory of his shop-goods and Indian wares which together are worth one hundred beavers, he promises to turn over at once to said Teller or his wife all payments which he shall receive from the barter or sale of said goods in payment of what said Dirck Brat owes to A. Teller. The parties hereto being well satisfied herewith, they bind themselves, each for so far as he is concerned, for the full performance hereof, submitting their respective persons and estates, present and future, nothing excepted, to the jurisdiction of the courts as by law provided. All in good faith, they have subscribed this with their own hands, *datum ut supra,* in presence of the undersigned witnesses.

Dyrck Albertsz Brat
A. Teller

As witnesses:
J. Becker
Johannes Provoost

Settlement of accounts of Maerten Jansen and Sweer Teunissen van Velsen with bond of Maerten Jansen

[475 blank; 476] On this 12th day of February 168$\frac{3}{4}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Sweer Teunisz van Velsen of the one part and Maerten Jansz, skipper, of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Maerten Jansz acknowledges himself by a full settlement, to be indebted and in arrears to said Sweer Teunisz in the sum of twenty whole, merchantable beaver skins and two guilders in beavers; likewise that he will deliver the house and barn as the same are now and is to deliver up all the fencing which belongs to the land (where he now dwells) good and fit by the first of May 1684. And Maerten promises to deliver to said Sweer a cow free at Schanechtade, namely Sweer Teunisz's choice of three cows, within the time of one month after this date, for the sum of eight beavers as a payment on the aforesaid sum; likewise said Maerten promises to deliver to said Sweer Teunisz all the seed that is in the ground, for which he is to be credited with three beavers, so that on this [obligation] there shall still remain due the sum of nine beavers and two guilders in beavers or the value thereof in good, merchantable wares, all at market price. Hereto the contracting parties bind their persons and estates, nothing excepted, subject to all lords,

courts, tribunals and judges, and they have subscribed this with their own hands (in presence of the Honorable Magistrate Jan Jansz Bleecker and the Honorable Albert Jansz Ryckman, as witnesses hereto called) in New Albany, the date above written.

MAERTEN JANSEN
SWEER THOONUSSEN

As witnesses:
Jan Jansz Bleecker
Albert Ryckman

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house, lot, garden and orchard from Johannes Clute, junior, to Johannes Rooseboom

[477 blank; 478] On this 27th day of February 168¾ appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Johannes Clute, junior, of the one part and Johannes Rooseboom of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Johannes Clute acknowledges that he has let to said Johannes Rooseboom his house, lot, garden and orchard standing and lying here in New Albany; but the lessor may have the use of one-half of the horse stable to be entered in the rear; which said lease shall begin on the first of May 1684 and end on the first of May 1685; for which the lessee shall pay to the lessor or his order as rent the sum of twenty merchantable beaver skins, either in silver money, seawan, or good winter wheat, all at beaver's price as the market therefor shall then be. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Claes Ripsz van Dam and Jacob Coenraetsz ten Eyck, called as witnesses hereto); dated as aforesaid.

JOHANNES CLUT
JOHANNES ROOSEBOOM

As witnesses:
Claes Ripsen van Dam
Jacob ten Eyck

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house and lot from Andries Teller to Gerrit Rooseboom

[479–81 blank; 482] On this 19th day of March, 168$\frac{3}{4}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Mr Andries Teller of the one part and Gerrit Rooseboom of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Mr Andries Teller acknowledges to have let his house and lot with all that is fast thereon by nail and earth to said Gerrit Rooseboom for the time of one whole year (to wit, the house wherein said Gerrit Rooseboom now dwells); to begin on the first of May 1684 and end on the first of May 1685; for which the lessee promises to pay to the lessor or his order the sum of fifteen and a half beavers to be reckoned at eight guilders apiece, and the goods which Gerrit Rooseboom received of said Mr Teller in the year 1683, he shall pay for on the same conditions as his brother Johannes Roose[boom] on his part contracted in 1683 to pay, and the goods received which Gerrit Rooseboom can not barter, he may return to Mr Teller at the same price, if not damaged; but the father of said Gerrit Rooseboom (named Heyndrick Rooseboom) and the brother of said Gerrit Rooseboom (named Johannes Rooseboom) become his sureties, for the aforesaid goods which said Gerrit Rooseboom has to this date received of said Mr Andries Teller. Hereto the aforesaid contracting parties, together with the sureties, bind their persons and estates, nothing excepted, subjecting the same to all lords, courts, tribunals and judges and have subscribed this with their own hands (in presence of Willem Ketelhuyn and Johannes Becker, junior, called as witnesses hereto) dated *ut supra.*

A. Teller
Gerret Rooseboom
Hendrick Roosebo[om]
Johannes Roos[eboom]

As witnesses:

Willem Ketelhuyn
Johanis Becker, junuer

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Will of Matthys Pietersen Vrooman and his wife

[483 blank; 484] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ, 1684, upon the fourth day of the month of April, before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, came and appeared the worthy Matthys Pietersz Vrooman and the virtuous Maria Aernouts Viele, persons joined together by marriage, to me, the notary, well known, and here in New Albany residing; he, Matthys Vrooman, at present being sick in body but his wife sound of body and both nevertheless having to all outward appearances full command and use of their understanding and memory; which appearers considering the certainty of death and the uncertainty of the day and hour thereof, therefore wishing to dispose of their temporal effects to be left behind while they yet through God's grace are able, which they do of their own free will and motion, without the persuasion or misleading of anyone, have now ordained and determined this their last will and testament in form and manner following:

First and foremost, commending their immortal souls (whenever they shall depart from their bodies) to the gracious and merciful hands of God, their Creator and Savior, and their bodies to a Christian burial, they, the appearers and testators, declare that mutually and reciprocally they have appointed and instituted, as they hereby do appoint and institute, the survivor of them as their sole and universal heir to all the property, real and personal, claims, credits, money, gold and silver coined and uncoined, whether in this country or elsewhere, which either of them first dying shall leave behind, to do therewith as with his or her own and absolute property, without contradiction or objection from anyone; likewise, that no one whosoever, whether magistrates, orphan masters, constables, relatives, or others, shall [485] have power to demand of the survivor any accounting or inventory of the estate so long as he or she remain a widower or widow, but in case the survivor should marry again, he or she shall be holden to make an exhibit of the estate as it shall then be, in order that a fourth part thereof may be received by their child (named Geertruyt) and three-fourths by the survivor, who shall bring up said child (with God's help) in the fear of the Lord; and they appoint as guardians of the aforesaid child Jacob Meesz Vrooman and Willem Claesz Groesbeeck and the survivor. All that is hereinbefore written the

testators declare to be their joint last will and testament, desiring that after the death of either of them the same may have full force and effect, whether as will, codicil, donation among the living, gift in anticipation of death, or otherwise, as may be most practicable; notwithstanding that certain forms demanded by law or usage may not be fully observed herein, desiring the utmost benefit to be derived herefrom, and that one or two copies hereof in due form may be made and delivered as occasion may demand. Thus done and executed in New Albany at the house of the appearers, who subscribed this with their own hands (in presence of Mr Gerard Swart and Mr Jan Becker, called as trustworthy witnesses hereto); the year, month and day aforesaid.

Mattys Vroomans
Marya Vroomans

As witnesses:
G: Swartt
J. Becker

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Margarita Schuyler and her son Arent Schuyler of a house and lot on Parel street at Albany

[486 and 487 blank; 488] On this 25th day of July 1684 appeared before me, Adriaen van Ilpendam, notary public residing in New Albany, and before the hereinafter named witnesses, Margarita Schuylers, widow of the late Philippus Schuyler, of the one part and her son Arent Schuyler of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in form and manner following, to wit: Said Margarita Schuylers acknowledges that she has sold to her aforesaid son a certain house and lot with all her rights therein and as now occupied by him, standing and lying here on the Parel-straet,[1] at the sign of the *Arent;*[2] which aforesaid house and lot are now delivered to the buyer free and unincumbered (saving the lord's right); for which the buyer promises to pay to the seller or her order the sum of two hundred merchantable beaver skins in two payments, whereof the first payment (being the just half) shall be due in the month of August of this year 1684 and the second payment in August 1685.

Hereto the aforesaid contracting parties bind their persons and

[1] Pearl street.
[2] The Dutch word for "Eagle."

estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Mr Stephanus van Cortlandt and Mr Petrus Schuyler, hereto called as witnesses), in New Albany, dated as above.

MAERGRIET SCHUYLER
ARENT SCHVYLER

As witnesses:
S: V: Cortlandt
Pieter Schuyler

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Lease of a house from Wynant Gerritsen van der Poel to Johannes Cuyler

[489 blank; 490] On this 8th day of November 1684 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Wynant Gerritsz vander Poel of the one part and Johannes Kuyler of the other part, who hereby acknowledge that in all love and friendship they have contracted and agreed in manner following, to wit: Said Wynant Gerritsz acknowledges that he has let to said Johannes Kuyler the new house and half of the lessor's whole lot through to the rear, standing and lying here in New Albany, on the hill, next to the corner house where said Kuyler now dwells, for the space of a whole year, to begin on the first of May 1685 and to end on the first of May 1686; for which the lessee promises to pay to the lessor or his order the sum of fourteen merchantable beaver skins, but the lessor promises to cause the roof of the aforesaid house to be shingled in May 1685, likewise to make all necessary repairs on the aforesaid house. The lessee promises to pay one-half the rent in August 1685 and the remaining half when the lease expires. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Albert Ryckman and Pieter Loockermans, called as witnesses hereto), in New Albany, dated as above.

WYNANT GERREYTS V. D[r] P[o]ELL
JOANNES CUYLER

As witnesses:
Albert Ryckman
Pieter Loockerm[an]s

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale of the sloop Royal Oak from Meus Pietersen Hoogeboom to Hendrick Abelsen and Nanning Harmensen

[491 blank; 492] On this 30th of June 1684 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Meuwes Pietersz Hoogheboom of the one part and Heyndrick Abelsz and Nanningh Harmansz of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: Said Meeuwes Hoogeboom acknowledges that he has sold and said Heyndrick Abelsz and Nanningh Harmansz acknowledge that they have bought a certain sloop called *De Royael Ock,*[1] lying now on shore before New Albany, which said sloop with sail and rigging, free and unincumbered, the said buyers acknowledge to have already received to their satisfaction, the said buyers promising to pay therefor to the seller or his order the sum of fifty good, whole, merchantable beaver skins at eight guilders apiece and to pay the same in the two following payments, to wit, the first payment (being a just half) in the latter part of next October of this year 1684, the second (being the last payment) in October 1685; but the buyers may pay in beavers, silver money, seawan, or wheat, all as the market therefor shall then be, to be delivered free here in New Albany. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Albert Ryckman and Jan vander Hoeven, called as witnesses hereto), in New Albany, dated as aforesaid.

Meeus Hoogeboom
Hendrick Abel
Nananyng Harmsen

As witnesses:
Albert Ryckman
Jan vander Oeve

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Will of Jacob Gerritsen van Laer

[493 blank; 494] In the name of God, Amen. Know all men by the contents of this present public instrument that in the year after the birth of our Lord and Savior Jesus Christ, 1684, on the 9th

[1] The Royal Oak. In a bill of sale of January 21, 167$\frac{8}{9}$, the sloop is called *de Royael Lock.*

day of July, before me, Adriaen van Ilpendam, notary public (residing in New Albany in America), and before the hereinafter named witnesses, came and appeared the worthy Jacob Gerritsz van Laer, born in the manor of Ruynen,[1] also dwelling here in New Albany, well known to me, the notary, being at present a little sick of body, but able to be about and to all appearances of sound mind, memory and understanding, which appearer, considering the shortness and frailty of human life, the certainty of death and the uncertainty of the time and hour thereof and wishing therefore to dispose of his temporal effects to be left behind while he yet (through God's grace) may be able, and which he does of his own free will and motion, without persuasion or misleading of anyone, has now ordained and determined this his last will and testament in form and manner following. First and foremost commending his immortal soul (whenever it shall be separated from his body) to the gracious and merciful hands of God, his Creator and Savior, and his body to a Christian burial, this appearer and testator declares hereby that he has nominated and instituted as the sole and universal heirs of all his effects to be left behind, claims and credits, nothing in the world excepted, which he shall leave whether here in this country or elsewhere, his brothers and sisters or if deceased their children in their parents' place; his oldest brother is named Jan Gerritsz van Laer, his oldest sister is named Grietie Gerrits, the second sister is named Albertie Gerrits, the third sister is named Juditie Gerrits, the fourth sister is named Roelofie Gerrits, and the children left by his late sister Geertie Gerrits jointly in their mother's place, and his youngest brother named Egbert Gerrits van Laer, and the son of his late sister Annetie Gerrits named Gerrit Jansz Ruytingh.[2] The testator hereby bequeaths to his aforesaid brothers and sisters or if any of them be deceased their children left behind [495] in their father's or mother's place, to each one his or her just legitimate portion

[1] Ruinen, a former manor in the southwestern part of the province of Drenthe, Netherlands, which for a long period had its own laws and independent jurisdiction, but in 1795 was finally incorporated into the province. One of the early lords of the manor was Roelof van Laer, the second husband of Johanna of Ruinen, at whose death, in 1478, the manor came into the possession of the van Munster, or von Münster, family. See J. G. C. Joosting, *Het archief der heerlijkheid Ruinen,* Leiden, 1907, p. 9–10, 53–55; and *De Navorscher,* 1912, p. 173, 270. As far as known, Jacob Gerritsen van Laer was not related to Stoffel Gerritsen van Laer, who came from Amsterdam to New Netherland in 1659, and who like his brother, Adriaen van Laer, was a tanner and shoemaker at New Amsterdam.

[2] Gerrit Jansz Ruytingh was a resident of Albany. See record of the baptism of his son Louys, June 22, 1690, Holland Society, *Year book,* 1904, 17:51.

of the residue of his estate, provided that the children left by his sister Geertie Gerrits shall first draw out one hundred guilders Holland money, over and above their aforenamed legitimate portion. Finally he, the testator, has appointed and authorized as the lawful executors of this will and administrators of his estate the worthy Jan Vynaghen, at present elder of this Reformed Church, and the worthy Maerten Crygier, junior, and therefore this testator gives and grants to the same, his chosen executors and administrators, such ample power and authority as by law and usage belongs to all testamentary executors and administrators, provided they shall receive their proper compensation for services rendered according to the customs of this country, and provided also that all magistrates and other authorities, whoever they may be, are fully and advisedly excluded, desiring that the same shall not have the least direction over the estate, but hereby excusing the same herefrom and beforehand declining their services; and in case he, the testator, hereafter, either in writing over his own hand and signature, or by word of mouth before two or more trustworthy witnesses, make any other bequests or legacies, or further disposition, or any changes, amplifications or restrictions in the aforesaid provisions, he wills and desires that these may have the same force and effect and by every one be so held and esteemed as if they had been written and set forth in this his will. All that is hereinbefore written the testator declares to be his last will and testament, desiring that the same, after his decease, may have full force and effect, be it as will, codicil, donation, gift in anticipation of death, or otherwise, as shall seem most suitable, notwithstanding that certain formalities required by law and usage may not have been fully observed herein; desiring that the fullest benefit hereof may be enjoyed and that one or more copies hereof in proper form may be made and delivered as occasion may require. Thus done in New Albany at the house of the appearer and testator and by the aforesaid testator with his own hand subscribed (in presence of the worthy Mr Gerard Swart and the worthy Gerrit Bancker, called as trustworthy witnesses hereto), in New Albany, the year, month and day aforesaid.

JACOB VAN LAER

As witnesses:

G: Swart

Gerret Bancken

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of sale between Cornelis Michielsen and Jurriaen Teunissen Tappen of the farm called the Klinckenbergh

[496] On this 5th day of August 1684 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Cornelis Michielsz of the one part and Jurriaen Teunisz van Tappen of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Cornelis Michielsz acknowledges that he has sold to said Jurriaen Teunisz all his interest in the land from the Klinckenbergh to the Moordenaers kill,[1] extending westward and north and south along the river; likewise his interest in the house, barn, two orchards and the old land along the shore and all that is fenced in and is still to be fenced, excepting a small place in the possession of Pieter the Frenchman;[2] all which aforesaid interest the seller hereby conveys to said buyer free and unincumbered (excepting the lord's right), for which the buyer promises to pay to the seller or his order the sum of fifty whole, merchantable beaver skins in silver money, wheat, or seawan at beaver's price, in two payments, whereof the first payment shall be due next September of this year 1684 and the second (being the last payment) in the month of June 1685. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Jan van Loon and Maes Cornelisz, called as witnesses hereto), in New Albany, dated as above.

As witnesses: CORNELIS MYCHIELSZ
Jan van Loon JURE JAN TUNSEN
Maes Corneljsz

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[Indorsed]

[497] I, the undersigned, acknowledge that I have received from Iurri Teunnusz the sum of ten beavers in silver money, in part payment of the purchased land. August 5, 1684.

CORNELIS MICHIELSZ

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[1] Murderer's kill, near Athens in Greene county, N. Y. The Klinckenbergh, or Klinkenberg, lies a little north of Four Mile point, near the Hudson river.

[2] Probably referring to Pieter Bosie, who with Jan van Loon on April 7, 1681, bought Johannes Clute's share of the land in the vicinity of the Murderer's kill which afterwards became known as Loonenburgh. See *History of Greene County*, pub. by J. B. Beers & Co., New York 1884, p. 153.

Bill of sale of one-half of the sloop Royal Oak from Hendrick Abelsen to Nanning Hermansen

[498] On this 9th day of September 1684 appeared before me Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Heyndrick Abelsz of the one part and Nanningh Harmansz of the other part, who hereby declare that in love and friendship they have agreed and contracted as follows, to wit: Heyndrick Abelsz acknowledges that he has sold and made over to said Nanningh Harmansz his share and interest in the sloop named *de Royael Ock*,[1] which said sloop they bought jointly of Meuwes Hoogeboom on the 30th of June of this year 1684. And Nanningh Harmansz promises to pay Meuwes Hoogeboom for the aforesaid sloop and in addition to pay to Heyndrick Abelsz fifteen beavers in good leather at market price, but Heyndrick Abelsz promises to work on said sloop ten days and likewise to help lay the wales and bow pieces. In witness whereof the aforesaid contracting parties have subscribed this with their own hands (in presence of Isaack Verplancken and Gerrit Lucasz, called as witnesses hereto), in New Albany, dated as above.

Hendrick Ridderhalve
Nannyng Harmesen

As witnesses:

Isaack Verplancken
This is the mark + of *Gerrit Lucasz*,
made by himself

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Cornelis Michielsen and Andries Hansen of one-sixth part of Loonenburgh

[499 blank; 500] On this 16th day of October 1684 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Cornelis Michielsz of the one part and Andries Hansz of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Cornelis Michielsz acknowledges that he has sold to said Andries Hansz all his right and title to the great flat called Loonenburgh; likewise

[1] The Royal Oak. In a previous bill of sale the sloop is called *de Royael Lock*.

all his interest eastward to the Moordenaers kill[1] and south and northward, as well woodland as otherwise, to wit, the sixth part of said land; and said seller delivers it all to the buyer now free and unincumbered (excepting the lord's right); for which the buyer promises to pay to the seller or his order the sum of six hundred and twenty-five skipples of good winter wheat, with the privilege of paying in beavers, silver money, or seawan, all at market price, to wit, one hundred and fifty skipples of wheat this autumn that it may be carried away by the sloops, in March 1685 fifty-eight skipples of wheat, in the autumn of the year 1685 two hundred and eight skipples of wheat and in March 1686 two hundred and nine skipples of wheat; and on the last payment the seller promises to deliver a proper deed of conveyance. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Jan van Loon and Jan Albertsz Brat, called as witnesses hereto), in New Albany, dated as aforesaid.

Cornelis Mychelsz
Andries Hansse

As witnesses:
Jan van Loon
Jan Brat

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of 20 morgens of land at Canastagioene (Niskayuna) from Marten Cregier, junior, to Taeckel Dircksen

[501 blank; 502] On this 23d day of February 168$\frac{4}{5}$, appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Maerten Crygier, junior, of the one part and Taeckel Dircksz[2] of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Maerten Crygier acknowledges that he has let to said Taeckel Dircksz a farm, to wit, twenty morgens of land at Canastagioene, extending from Jan Clute's fence along the path and on the other side along the fence, but Taeckel Dircksz is to clear and work up the land along the fence. Likewise the lessor lets to the lessee a

[1] Murderer's kill, in Greene county, N. Y.
[2] Takel Dircksen Heemstraat; see Baptismal Record of Albany in Holland Society, *Year Book*, 1904, 17:75, 78.

house, barn and rick and shall deliver therewith four milch cows and two horses, whereof one shall be a gelding and the other a mare, which number and one-half of the increase thereof the lessee shall be bound to deliver again to the lessor and for every cow six pounds of butter yearly; and the fencing which the lessee receives with said land shall be appraised on his taking possession and at the end of the lease it shall again be appraised and they shall adjust with each other the betterments or wear and tear of the same. Likewise the lessor delivers therewith twenty skipples of winter wheat sowed in the ground, for which the lessee at the end of the lease must deliver again twenty skipples of winter wheat sowed in the ground; each party shall be holden to maintain his part of the fencing tight that no injury may happen on either side. The lessee shall be holden to deliver up the house and barn at the end of the term, roof and wall tight, and if so be a fire happen through [no] fault of the lessee (which may God prevent), each party shall bear one-half [503] of the loss. This lease shall begin on the 16th of April 1685 and continue for the term of the next following eight years; for which the lessee promises to pay as rent the first year fifty skipples of good winter wheat and the remaining seven years one hundred skipples of good winter wheat yearly, said wheat to be delivered each year on the first of January here in Albany; the fallowed land shall go to the lessor. The lessee promises not to cut any hickory trees in the pasture or in the homestead lot. All expenses which may be levied by the public authorities shall be at the charge of the lessee, to wit, those on his leased land. The lessee promises every year to sow the lessor's land. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Mr[1] Gerard Swart and Pieter Mingael, called as witnesses hereto), dated as above.

M. Cregier
Tackel Dircks

As witnesses:

G: Swartt
Pieter Mingael

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

[1] The Dutch text has: *Meester;* meaning in this connection master of laws.

Contract of sale between Sybrant van Schaick and Tierck Harmensen of Jan Gouwen land, beyond Captain Schuyler's farm

[504] On this 20th day of January $168\frac{4}{5}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Sybrant van Schayck [1] of the one part and Tierck Harmansz [2] of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: Said Sybrant van Schayck acknowledges that he has sold and said Tierck Harmansz that he has bought a certain piece of land called *Jan Gouw-en-Lant,*[3] lying next to the great flat beyond the farm of the late Captain Schuyler,[4] which said land he delivers to the buyer at once according to the patent thereof dated the 28th of September 1672, signed by the Honorable General François Lovelace; for which the buyer promises to pay to the seller, or his order, the sum of four hundred and sixty good deliverable inch pine boards, two hundred of said boards to be delivered next May 1685 and the remaining two hundred and sixty in May 1686. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Harmen van Gansevoort and Mr Andries Teller, called as witnesses hereto), in New Albany, dated as aforesaid.

SYBRANT VAN SCHAICK
This is the mark X of TIERCK HARMANSZ, made by his own hand

As witnesses:

Harmen Ganseuort
A. Teller

Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

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[1] Sybrant van Schaick died shortly after the date of this contract; his will, dated August 6, 1683, was proved on March 2, 1685, and his wife Elizabeth was confirmed as executrix April 1, 1686; see New York Historical Society, *Collections*, 1892, 25:132–33.

[2] Tierck Harmesen Visscher.

[3] Literally: "Jan Gouw's land;" perhaps referring to land of Jan Cornelissen Vyselaer, *alias* Gouw, on the Poesten kill, in Rensselaer county. See *Early Records of Albany*, 1:117–18.

[4] Capt. Philip Pietersen Schuyler.

Lease of Loonenburgh from Jan van Loon to Christofle Brusy

[505–7 blank; 508] On this 11th day of March 168$\frac{4}{5}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Jan van Loon of the one part and Christoffel Brusy of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in form and manner following, to wit: Said Jan van Loon acknowledges that he has let to said Christoffel Brusy a farm (called Loonenburgh) behind the farm of Klinckenbergh; the lessor promises to deliver therewith a house, barn and rick, provided the lessee shall draw the timber for the barn at his own expense and provide and cover the roof, but the lessor shall furnish him a man therefor, one month. The lessor lets the aforesaid farm to the lessee for the term of six consecutive years to begin on the first of April 1685 and to end on the first of April 1691. The lessor promises to deliver therewith six draft horses, to wit, four geldings and two mares; ten cows, two heifers and a bull in his first year, and in addition a bull in his third year; also four sows and a boar; of which horses and cattle at the end of this lease the lessee promises to deliver up again to the lessor the same or a like number out of the increase, as good as he shall have received; and of the increase of said horses each shall receive the half, as likewise of the cattle, to be divided every third year according to the patroon's conditions; as regards the swine, the lessee promises to deliver to the lessor next coming autumn three shoats, which shall be about a half year old, and every autumn thereafter a yearling pig for each sow, that is four hogs fit for killing yearly, and at the end of this lease the same number of hogs as delivered to him. The lessor promises to deliver the land in log fence, on condition that the lessee deliver up the same again in a like and proper fence. As regards the farm utensils which the lessee shall receive therewith, he shall be holden to deliver back the same in good and proper condition (according to an inventory thereof which shall be made); the lessee promises to pay as rent for the aforesaid term seventy good, whole, [509] merchantable beaver skins at eight guilders apiece in beavers, which may be paid in good grain or what comes from the farm at beaver's price, as the market therefor shall then be, to be delivered free here in New Albany, and to pay for every cow four pounds of butter yearly. During the aforesaid term the lessee may not keep any cows of his own, except the increase thereof be for

their common benefit. All that is hereinbefore written the aforesaid contracting parties promise mutually to execute and perform, under pledge of their persons and estates, real and personal, present and future, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Harman van Gansevoort and Anthony Lespinard, called as witnesses hereto), in New Albany, dated as aforesaid.

Jan van Loon
Christofle Brusy

As witnesses:
Harmen Gansuort
Anthoine Lespinard
Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Contract of sale between Pieter Pietersen van Woggelum and Egbert Teunissen of a house and lot on Brewery street at Albany

[510 and 511 blank; 512] On this 9th day of June 1685 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Pieter Pietersz Woggelom of the one part and Egbert Teunisz of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Pieter Woggelom acknowledges that he has sold to said Egbert Teunisz a house and lot with all that is thereto fast by earth and nail and all his rights in the same, lying here in New Albany in the *Brouwerij straet*[1] between the houses and lots of Leendert Philipsz and Maerten Gerritsz; which aforesaid Woggelom acknowledges that he has sold to said Egbert Teunisz a house and lot with all that is thereon fast by earth and nail and all his rights thereto belonging, standing and lying here in New Albany on Brewery street, between the houses and lots of Leendert Philipsz and Maerten Gerritsz; which aforesaid house and lot the seller delivers to the buyer at once, free and unincumbered (saving the lord's right); for which the buyer promises to pay to the seller or his order the sum of one hundred and twenty-seven good, whole, deliverable beaver skins at eight guilders apiece in beavers, or in silver money at beaver's price, in the three following payments, to wit: a just third part on delivery, a third part on the 9th

[1] Brewery street, now South Broadway.

of June 1686, and the last payment on the 9th of June 1687; and on the last payment the seller promises to deliver to the buyer a good and sufficient deed. Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Jacob Tysz vander Heyden and Albart Ryckman, called as witnesses hereto); dated as above.

PIETER WOGLOM
E T

As witnesses:

[*Jacob Theysen van der Heyden*][1]
[*Albert Ryckman*][1]

Quod attestor
[ADRIAEN VAN ILPENDAM, *Not. Pub.*][1]

Letter from Adriaen van Ilpendam to Mrs Jan Sybingh

Dear Madam Sybings, Salute:

[513–15 blank; 516] Your missive dated the 30th of April of this year 1685 has come to hand, but with great grief and sorrow I find therein that Mr Dammas Guldewaghen is dead and that you have not been able to obtain my interest, although I can see by your letter that you have done your utmost endeavor thereto. I now send to you and to your son Mr Heyndrick Sybingh a power of attorney to demand and receive the interest for me and hope that the same may be handed to you in a friendly way. I send likewise to you the copy of a letter which was inclosed in my letter to you of last year and which I doubt not but you have handed to the widow of said Guldewaghen; though it may easily be seen from this letter how much I need the money, yet, she has not written me a line in reply. The proverb says that complainers have no friends, but necessity forces me thereto. I do not seek another's goods, but only what is justly due to me. I am now past 67 years of age, so that I can not earn much more and said interest is my chief means of support. Therefore, dear madam, I doubt not but you will use your utmost endeavor and you may deduct from the amount compensation for services rendered or to be rendered, as is reasonable. I do not know yet (although I have heretofore divers times diligently

[1] Manuscript destroyed.

inquired of Mr Guldewagen) in what city his son-in-law is secretary, or what his name is, or who has the 2000 guilders in possession. If the widow of Guldewagen and her son-in-law are at odds, [517] this is to my mind no reason why I should suffer the consequences. And he whose fault it is that the money is not handed to you will not easily answer for it hereafter, for the present is but a short portion of life and we ought always to think of eternity.

Furthermore I desire of you to send me at the first opportunity the following goods, to wit:

A ream of High Dutch paper with the fool's cap and bells
An almanac which will be good for the next few years
A pocket inkhorn which holds three or four pens
A good bread knife with a white handle
A pair of milled stockings and a pair of milled gloves
Two dozen cotton neckerchiefs
20 ells of Bielefeld (*Bylevelts*) linen
20 ells of checked linen
20 ells of blue linen
One piece of the best Osnabrück (*Osenburgs*) linen, full width (*hooghbant*)

The remainder of the money in good, strong shirt linen of 12 to 13 stivers the ell.

N. B. The ream of paper may be loosened and the quires laid side by side, as they may best be packed.

I would most kindly ask you (if I dared) that in case you could not obtain my money at once, which is not to be hoped, you would nevertheless be pleased to send out the aforesaid goods by the first ship, for the reason sufficiently dwelt upon above. You know that I need [the goods] and that they should not be denied me. I shall depend hereon and look forward to receiving them (with God's help) this summer.

Herewith, my dear Madam, I heartily greet you and your son Mr Heyndrick Sybingh and your whole family and commend them to the protection of the Almighty and remain,

Your humble friend and servant

ADRIAEN VAN ILPENDAM

Done at New Albany in America,
2 October 1685

Indenture of apprenticeship of Zacharias Sickels, junior, to Johannes Beeckman to learn the smith's trade

[518 and 519 blank; 520] On this 1st day of February 168$\frac{5}{6}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Sacharias Sickels of the one part and Johannes Beeckman[1] of the other part, who hereby acknowledge that in love and friendship they have contracted and agreed in manner following, to wit: Said Sacharias Sickels acknowledges that he has hired his son named Sacharias Sickels, now about sixteen years old, to Johannes Beeckman, for the time of five consecutive years, to begin at once and to end on the first of February 169$\frac{0}{1}$; and the aforesaid master promises during said time to provide said youngster with board and clothing, both linen and woolen, etc.; also to teach him the smith's trade to the best of his ability and to write reasonably well, or let him learn to write, at the master's own expense, and at the end of said term to fit him out with a Sunday and workday suit, six shirts, a pair of new shoes, a new hat, a pair of new stockings and a chest; and the father promises that the aforenamed youngster shall serve out the aforesaid term (by God's help) with all diligence, obedience and faithfulness, as well in the smith's trade as all other proper work, and said youngster also promises to do as aforesaid.

Hereto the aforesaid contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands, (in presence of Jacob Tysz vander Heyden and Jacob Teunisz, called as witnesses hereto); in New Albany, dated as aforesaid.

Zacharias Seckel[s]
Johannes Beck

As witnesses:
Jacob Theysen vander Heyden
Jacob Teunissen

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Indenture of apprenticeship of Jan Huybertsen to Jan Salomonsen Goewey to learn the wheelwright's trade

[521–23 blank; 524] On this 24th day of February 168$\frac{5}{6}$ appeared before me, Adriaen van Ilpendam, notary public (residing

[1] This in original; cf. signature.

in New Albany), and before the hereinafter named witnesses, Jan Huybertsz of the one part and Jan Salomonsz [1] of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: Said Jan Huybertsz acknowledges that he has hired himself to said Jan Salomonsz for the time of a whole year, to begin on the first of March of this year and to end on the first of March 168$\frac{6}{7}$ and he promises to serve said master during the aforesaid time in all proper work with all diligence, obedience and faithfulness, on condition that said master promise to teach, or to try his best to teach, said servant to make a good cart, and (in addition to board) at the end of said term pay him two good, deliverable beaver skins, or the value thereof, with which said servant shall be satisfied.

Hereto said contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Frans Winne and Johannes Loockermans, called as witnesses hereto); in New Albany, dated as aforesaid.

This is the mark O of JAN HUYBERSZ, made by himself

This is the mark X of Jan SALOMONSZ, made by himself

As witnesses:

Francsois Wine

Jooannes Loockermans

Quod attestor

ADRIAEN VAN ILPENDAM, *Not. Pub.*

Contract of Jan Jacobsen Gardenier to build a sawmill for Pierre de Salvay at the bay of St Paul, Canada

[525–27 blank; 528] On this first day of June 1685 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Jan Jacobsz Gardenier of the one part and Piere De Salvay [2] of the other part, who hereby acknowledge that in love and friendship they have agreed and contracted in manner following, to wit: Said Jan Jacobsz Gardenier acknowledges that he has contracted to build a sawmill in Canada at La Baye Sint Poul,[3] and not to quit before

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[1] Jan Salomonsen Goewey.

[2] Probably the same person as the Sieur de Salvay, who in July 1684 was sent by Monsieur de La Barre as ambassador to Governor Dongan; see *Doc. Rel. to Col. Hist. N. Y.*, 3:450.

[3] Bay of Saint Paul.

he shall have made and properly finished said mill, with which the aforesaid contractor promises to saw two or three months and teach a man to saw to the best of his ability; for which said employer promises to pay to said contractor, besides his food and drink, each month the sum of twenty-two and a half pieces of eight of proper weight at forty-eight stivers a piece, which time began on the 28th day of May of this year 1685 and is not to end until said employer lands said contractor free here in New Albany, and if said contractor be taken sick, or is wounded while engaged in said work, said employer shall be holden to furnish him proper food and accommodation and himself to pay the doctor or chirurgeon, but his wages shall not go on during that time. The employer promises to [529] provide good implements and as few or many men as the contractor shall require to do the work, and if the contractor happen to die within the aforesaid time, wages shall be paid to the contractor or to his wife, or to his order only for the time he has worked. For which payment Anthony Lespinard not only becomes surety and principal, but promises himself to pay the silver to the contractor or to his order. Hereto the aforesaid contracting parties and Anthony Lespinard bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of the undersigned witnesses), in New Albany, dated as above.

Jan Jacobse Gardenier
De Saluay
Anthoine Lespinard

As witnesses:
Robbert Sandersz
Dirck Wesselsz

Quod attestor
Adriaen van Ilpendam, *Not. Pub.*

Lease of a farm at Nutten hook from Hans Heyndricksen to Johannes Ooen (Owen?)

[530 and 531 blank; 532] On this 12th day of November 1685 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Hans Heyndricksz of the one part and Johannes Ooen [1] of the other part, who hereby acknowledge that in love and friendship they

[1] Perhaps intended for John Owen. In Professor Pearson's translation the name was written "Johannes Goes."

have agreed and contracted in manner following, to wit: Said Hans Heyndricksz acknowledges that he has leased to said Johannes Ooen his farm on the Nootenhoeck,[1] with house, barn, negro and negress, two cows, one heifer, one bull and two heifer calves, for the term of six consecutive years commencing on the 19th of October 1685 and ending on the 19th of October 1691; which said term the said lessee (with God's help) promises to serve out diligently and faithfully, receiving therefor the just third part of all the seed sown and also a just third part of all the increase of said cattle, on condition that at the end of said term he shall be holden to deliver back the same number of animals and as much seed in the ground as he may. The contracting parties hereto bind their respective persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges, and have subscribed this with their own hands (in presence of Teunis Barentsz Cool and Johannes Mingael, called as witnesses hereto), in New Albany, *datum ut supra.*

HANS HEINDRICKSZ
JOHANNASAOEN

As witnesses:
This is the mark X of *Teunis Cool,*
made with his own hand
Johaennis Tomissen Mingael
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*[2]

Contract of sale between Dorite, the widow of Capt. Volckert Jansen Douw, and the deacons of the Reformed Dutch church at Albany of a lot with an old house thereon

[536] Appeared before me, Rob[t]. Livingston, clerk of Albany county, colony of Rensselaerswyck, etc., and the hereinafter named witnesses, Dorite, the widow and relict of her husband the late Capt. Volckert Janse Dowe, of the first part, and the following deacons, P[r]. Schuyler, Albert Rykman, Johannes Wendel and Jacob Sanders, [of the second part], who declare that in love and friendship they have agreed with each other in manner following, to wit:

[1] Nutten hook, in the town of Stuyvesant, Columbia county, N. Y.
[2] Here ends the record kept by notary Adriaen Jansen van Ilpendam, who shortly afterwards committed suicide. Like the majority of the documents in the volume, the last document is written on a double sheet of paper of which the last three pages, numbered 533–35, are blank. The next document, executed before Secretary Robert Livingston, belongs, strictly speaking, not to this volume of *Notarial Papers,* but to a similar record which must have been kept by the secretary. This document is likewise written on a double sheet of paper of which the final pages, numbered 538–39, are blank.

Said Dorite acknowledges that she has sold and said deacons on behalf of the deaconry that they have bought of her a certain lot with the old house that stands thereon, lying behind the Widow Goosens,[1] to the south of the Rutten kill, to the north of the highway that goes by the churchyard, to the west of the lot of Harme Ruttgers and to the east of Ger[t]. Bancker; in breadth in front on the highway by the Rutten kill six rods and one foot and in the rear of like breadth; in length on the east side eight rods less three inches and on the west side eight rods and two inches; for which old house and lot the seller has agreed to take the quantity of one hundred pieces of eight, the half of which is paid and the remaining fifty pieces of eight the deacons aforenamed promise to pay to said Doritee, or her order [537] in the month of June next, when the seller promises to deliver to the deaconry a good and sufficient deed of conveyance [of the property], all free and unincumbered (excepting the lord's right); wherewith the parties acknowledge themselves well satisfied and in confirmation of which they have mutually subscribed this in presence of Mr Jan Janse Bleeker and Mr Livinus van Shayk, called as witnesses hereto. Done at Paepsknee, at the house of the seller, on this 13th day of December 1684.

DOORAETE DOU

Jan Jansz Bleecker
Levinus van Schayck

In my presence,
ROB[t]. LIVINGSTON, *Cl.*

[Endorsed] *Alb. 13 Dec. 1689 Coopb. vant huys vand Dyakony.*

Inventory of Becker's papers

1698

In the original minutes of the Common Council of Albany, 1686–1702, volume 4, pages 356–58, occurs the following inventory of the papers of notary Jan Juriaensen Becker, deceased, taken at the house of his son-in-law Willem Hoogen, in the presence of Jan Jansen Blecker, recorder, and Johannes Cuyler, alderman, November 25, 1698.

Lyst van geschriften naer gelaten Door d'ov[r]leeden M[r]: Jan Becker gewesene notaris opgenomen Ten huysen van W[m]: Hoogen Ten overstaen van Jan Janse Bleeker Record: &

[1] Annetje Lievens, the widow of Goosen Gerritsen van Schaick. See deed of December 4, 1685, in *Early Records of Albany*, 2:331–32.

Johannes Cuyler Alderman Jan[1] Albany den 25ste Novemb. Annº: 1698—

1 howlicks voorwaerde Tusschen dowe Aukins & maria viele
1 ditto Tusschen ariaen appell & voelkye Pieters
1 Inventaris met presatie en accordatie Tusschen Elizab: van der poel met Anth & Laveyinis van Schayk & Jan Lansing
1 bewys & speciael vrbant van Elizab: van der poel Ten behoeve van haer 4 Cinderen
1 howlicks voorwaerde Tusschen Elizabeth van der poel en benonie van Corler
1 Testament van wm: fredrizse bont
1 ditto van Cornelis van der hoef
1 ditto van Harmen vedder
1 ditto van Anthony Lepinaer
1 ditto van dirck Thuenisse van veghten
1 ditto van Jan Luycasse
1 ditto van machiel Caljer
1 ditto van matthewes abrahamse
1 ditto van Jan verbeek
1 ditto van Jan ffrese
1 ditto van Jan Rosie
1 ditto van Symon Schermerhoorn
1 ditto van Arent Schuyler & Jan Janneke Teller
1 ditto van Geertje Cornelisse van ffulpen
1 approbatie van Steven Cooing wegens Testamt: van syn overleeden huysvrow Geertje Cornelis van ffulpen
1 gift van Thunis Slingerlant aen syn 2 soonen arent & albert Slingerlant
1 Coopb. Tusschen Anthº. Lepenaer & Jan Rosie
1 Coopb. Tusschen Omie Lagransie & Johannes appel
1 ditto Tusschen Geertje Namimings [Nannings] & Jeronnimus wendel wegens Steven Cornelisse
1 huerseell van Robt Sanders & myndert harmense met balthazar barentse & hendrik Oostrom
1 Attestatie van Jan ouderkerk & Peter van woglen Ten behoeven van william Kete[l]heyn
1 Coopb. Tusschen Andries Teller & Joh: Roseboom
1 Coopb. Tusschen Pietr & Isaak Vosburg van Een Parcill Lant
1 ditto Tusschen Andries hanse Carheyd [Barheyd] & hend: Gardenier

[1] Apparently a mistake for "In."

1 huerseel Tusschen Pieter waglen & Cornelis Gysbertse
1 Coopb. door Elisab: beek & hend: van dyck aen Roelef gerretse
1 ditto Tusschen Pieter vosburgh & Thomas Noxon
1 ditto Tusschen Abrah. Isaakse — Johannes van Santen
1 Contract van Ruyling Tusschen Ryck Clase & omie Lagransie
1 Contract Tusschen bastian harmese & wout^{r}. van der Zee
1 Coopb: & Ruyling Tusschen Piet^{r}. quackenbos & Jacobus van vorst
1 Contract [Tusschen] Thomas weekvildt & syn vrow maria Luycasse wegen een Jonge genaemt orfree pectro met Jan van Loon
1 Coopb. Tusschen weynant & syn soonen gerret En abraham Isaakse
1 ditto Tusschen Jurian Thuenisse & Jacob Casperse
1 ditto Tusschen Elisab: van der poel weue van Sybrant van Schayk met Anth^{o}. van Schayck
1 Contract van volkje van hoese & haer soon Jurian
1 Coopb. Tusschen Jacob: van Noorstrant & Dowr Aukins met Transport van dowe aen d deakany
1 heurseel Tusschen Jan Rosie & Isaak Kadliman
1 Coopb Tusschen Gabriall Thomasse & volk^{rt}: van hoese met quitans
1 ditto Tusschen Sweer Thuenisse van velse En hendrick Lansing
1 huerseel Tusschen Jan bronke & william Rees
1 Contract Tusschen Jan ouderkerk & [the curators of the estate of] oude Hendrick [Gardenier]
1 Coopb Tusschen dirk alb: bratt & andries Teller
1687 1 Obligatie van pypen & schyven In Comp^{e} naer ottewawen Ten Lasten Jacob Lockerman & anderen
1 Coopb Tusschen Tho: graven & Jan gilbert
1 Copy van Transport van Jan Becker gemagetige [gemachtigde] van Jan gaerdenier en andries Hanse aen mellje [Neeltje?] Claase wed^{e} van Hendrick gardenier sal

Waer op w^{m}: hogin was gero[e]pen voor d mayor & alderman & v^{r}klaert op eede dat hy geen meer authentyke Contract geschriften voor dato heeft over gelevert nogh geen andere in hand heeft Direct nogh Indirect. (Whereupon W^{m}: Hogin, being summoned before the mayor and aldermen, declared upon oath that he has turned over no authentic contracts before this date nor has any others in his custody, either directly or indirectly).

Johannes Groendyk, or Groenendyck, sheriff, thereupon took the following oath, which is recorded in Dutch.

Johannes Groendyk, Sheriffe:

You acknowledge that you have received the papers hereinbefore mentioned and you swear by the living God that you will not deliver the originals of antenuptial agreements, inventories, etc. without the consent of the parties thereto. As regards contracts of sale, leases and other contracts, in case either one or both of the parties thereto reside outside of this county and desire to have such contract of sale, etc., this shall be left to the judgment and consent of one of the justices of the peace.

Furthermore you will furnish copies to any parties who desire to have them till further order. So help you God.

In the margin of page 358 of the above-mentioned volume of Council Minutes is written:

"Albany y^e^ 11^th^ of July 1704 Then Received into y^e^ Clarks office by ord^r^. of Johannis Schuyler, Esq^r^. Mayor, and in y^e^ presence of Johannis Cuyler Esq^r^. ald^n^. from Delia y^e^ wife of Johannis Groenendyk y^e^ papers according to y^e^ aforewritten List. Except y^e^ following writteings viz^t^. y^e^ howeliyks voorwaerde Between Dow aukas and Maria viele The testament of Dirk Teunise van vechten the Testament of Jan v^r^beek and y^e^ Testament of Jan Rosie

by me

R^t^ Livingston Jun^r^ D Cl"

Leaving the four documents which were not turned over to the clerk's office out of account, it appears that of the remaining forty-seven documents mentioned in the list, nine are at present included in the second volume of Notarial Papers, one being the contract between Jan Ouderkerk and the curators of the estate of old Hendrick Gardenier, dated April 7, 1695, which is attested by secretary Robert Livingston, and the other eight being papers acknowledged before notary Jan Becker. In addition to these there are three documents in the Notarial Papers acknowledged before Jan Becker respectively on February 26, 16$\frac{88}{89}$, April 23, 1689, and June 24, 1690, which are not mentioned in the list, while in the volume of Wills occur the will of Dirck Teunissen van Vechten, April 4, 1687, which is mentioned among the papers which were not turned over in 1704, and the wills of Jacques Cornelissen van Slyck, May 8, 1690, Sander Glenn, July 28, 1690, Evert Wendel, November 24, 1690, and Jan Juriaensen Becker himself, dated August 31, 1694, which are not included in the list.

NOTARIAL MINUTES OF JAN JURIAENSEN BECKER[1]

Will of Anthoine Lespinard

[540] In the name of the Lord, Amen. In the year of our Lord and Savior sixteen hundred and eighty-five, the second day of the month of April, in New Albany in America, in the 37th year of our Sovereign King Charles, the second of that name, about eleven o'clock in the forenoon, appeared before me, Jan Becker, notary public residing in New Albany, admitted by the Right Honorable Thomas Dongan, Esq., governor general in behalf of his Royal Highness James, Duke of York, over all his territories in America, residing at New York, and before the hereinafter named witnesses, to me, the notary, well known, the worthy Anthony Lespinaer, inhabitant and burgher of this town, being sound and hearty of body, standing and walking, in full possession and control of his understanding, senses, memory and speech as outwardly appeared, who, not through anyone's persuasion or inducement but as a result of his reflections upon death, inasmuch as nothing is more certain than the same and nothing more uncertain than the hour and moment thereof, therefore, wishing not to depart from this world without disposing of his temporal effects and estate which God Almighty has granted him, to this end canceling and annulling all previous testamentary dispositions and bequests which were made by him either jointly with his wife or by himself alone, has desired this his testamentary disposition and last will to be drawn up anew in manner [541] following: Commending his immortal soul when separated from the body to the hands of Almighty God and his body to a Christian burial, he declares his present wife, named Abeltie, to be his sole and universal heir of the estate which God has granted them jointly and severally, nothing excepted, be it personal, real, standing, lying, movable or immovable, of whatever condition or nature it may be, or however named (but wills that there shall be given and delivered to the behoof of the poor of this place the sum of eight beavers or the just value thereof in silver money); but with the understanding that she shall be holden in all things to care for and honorably bring up according to her means and condition the four children, to wit, Johannis (aged about ten years), Cornelia, Margarita and Abeltie (aged about six months) by them

[1] The following pages contain all that appears to have been preserved of the notarial record of Jan Juriaensen Becker, with the exception of a few wills in volume 1 of *Wills* and a few original wills on file in the surrogate's office in the city of New York, of which abstracts are printed in New York Historical Society, *Collections*, 1892, vol. 25.

procreated in wedlock, and those which they may procreate during their married life, as an honorable mother ought to do, during the time of her widowed estate, but in case she comes to enter into wedlock a second time, she shall be holden then to set apart a just half of all the estate and effects as they then may be, according to her feeling and conscience (without the delivery of an inventory or exhibit) for the behoof of the child or children by way of inheritance from this testator, but with this express stipulation that the males shall not share therein to any greater extent than the females, that is that each of them shall participate alike, but that the eldest son out of the undivided estate shall first draw a very good saddle horse and its belongings, or the just value thereof in current money; appointing his [542] aforenamed wife Abeltie, after his decease, administratrix and executrix of his whole estate and effects, and also guardian of the children, to deal with them just as if they were both still living, without either the court or courts, whether high or low, of what kind soever, whether here or elsewhere, or the honorable orphan masters, constable or constables, or any officer or authorities (saving their respect) having any right to interfere therewith, inasmuch as the testator shuts out and excludes them one and all and wills that they shall have no power herein, notwithstanding that certain laws or legal customs in this country or elsewhere may direct otherwise, desiring that for this purpose such provisions may be inoperative and suspended. All of which the testator declares to be his last will and testament, willing that the same shall have its full effect, from the least to the most weighty article thereof, whether as will, codicil, donation, gift in anticipation of death or among the living, or any other bequest of whatever nature or name it may be, desiring that the utmost benefit may be derived therefrom, notwithstanding that the legal formalities may not have been fully observed herein for the maintenance of this his last will and testament. In witness of the truth hereof, he has deliberately signed and sealed this with his own hand in presence of Mr William Teller and Mr Cornelis van Dyck, called as witnesses hereto. Dated as above and done at the house of me, the notary, standing in the aforesaid town.

ANTHOINE LESPINARD (L.S.)

Witnesses:

Willem Teller

Cornelis van Dyck

Signed and sealed in my presence,

J. BECKER, *Notary Public*

Copy, 3 April 1685.

Contract of sale between Jacob Jansen van Noortstrant and Douwe Aukes of a house and lot in Albany

[543 blank; 544] Appeared before me, Jan Becker, notary public residing in the town of New Albany, Jacob Jans: van Noortstrant, inhabitant of said town, and Douwe Aukens, residing at Schanechtede, who acknowledge that they have well and truly sold and bought what follows, to wit: Said Jacob van Noortstrant acknowledges that he has sold to said D. Aukens his house and lot lying in this town, at present possessed and occupied by him, as good and as bad as it now is, with whatever is therein fast by earth or nail, as it now lies in its fence, free and unincumbered (saving the lord's right), for the sum of sixty good beavers at eight guilders apiece, or their just value in silver money, wheat or peas at market price, to be paid in three instalments whereof the first shall be due next February 1687, the second payment one year thereafter and the third payment also a year after the second in the month of February 1689, payments to be made here in this town. The seller shall release the buyer from all further claims when payments shall have been made as aforesaid and upon the last payment for said house and lot he shall deliver a proper conveyance thereof. The contracting parties being fully satisfied with the foregoing conditions, they bind for the proper performance thereof their persons and estates, present and future, subject to all lords, courts, tribunals and judges, nothing excepted, and in witness of the truth they have signed and sealed this at the house of Barent Meyndersz, standing here in New Albany, on the 19th of October A°. 1686. Said house and lot were at once delivered to the buyer.

Jacob Jansen van Norstran[t]
(L. S.)
This is the mark D A of Douwe Aukens (L. S.)

Signed, sealed and delivered in our presence
C. Aukess
Barent Meyndersz

In my presence,
J. Becker, *Notary Public*

Assignment of the preceding contract of sale from Douwe Aukes to the deacons of the Reformed Dutch Church at Albany

[545] On the 30th of April 1687 the aforesaid Douwe Aukens acknowledged that he had transferred and assigned the above contract

of sale to the deacons of the Reformed Church here in this town of New Albany, provided and on the express condition that the said deacons shall release him from all future claims of Jacob Jansz van Noortstrant aforesaid, as they hereby do. In witness of the truth of which they have mutually signed and sealed this on the date above written.

This is the mark D A of Douwe Aukens (L. S.)
Jacob Abrahamsen (L.S.)
Albert Ryckman (L.S.)

Signed, sealed and delivered in our presence,
Dirck Wesselsz
J. Becker, Notary Public

Agreement of the heirs of Maritie Mynderts Wemp, deceased, regarding the settlement of her estate

[546] Albany, the 26th of February $16\frac{8}{9}$.

On this day Diever Wendel, widow of the late Myndert Wemp, assisted by Capt. Johannes Wendel, alderman of this city, her brother and chosen guardian herein, and Capt. Sander Glen, husband and guardian of his wife, Antje Jansz, daughter of Maritie Myndertse, late wife of Sweer Teunise, and Barent Janse, son of Maritie Myndertse aforesaid, have contracted and agreed on the following conditions, in presence of Arn^{t}. Cornelise Viele, chosen guardian of all three parties hereto.

First. Whereas Sweer Teunise and Maritie his wife, mother of the aforesaid contracting parties, were shockingly murdered at Shinnechtady when the French and Indians destroyed said place and have left diverse lands and movable effects, therefore it is fully agreed and determined by the aforesaid parties that all the estate, including lands, real and personal property, claims and credits, and all that the said deceased in their lifetime owned and possessed, shall be equally divided into three portions, to wit: A just third part of the whole estate [547] for the behoof of Diever, widow of the late Myndert Wemp and her children; a third part of the whole estate for the behoof of Capt. Sander Glen, husband and guardian of his wife Antie Janse; and a third part for the behoof of Barent Janse, son of Maritie Myndertse aforenamed; without anyone laying claim by right of birth or otherwise to the lands and other estate, but all to be equally divided as aforesaid, following therein the marriage contract between said Sweer Teunise van Velsen and

Maritie Myndertse, made and executed on the 12th of June 1664, with reference to said children.

Second. The said three parties (Capt. Wendel undertaking for his sister) shall take out letters of administration and jointly take possession of the estate, real and personal, and jointly give security for the faithful administration thereof.

Third. All debts against said estate shall be paid out of the common property or by the said three parties.

[548] *Fourth.* The real estate as well as the personal property shall at the first opportunity be equally divided as the three parties shall agree among themselves and failing of agreement or in case of any difference, each party shall choose an umpire, who with Arnout Cornelise, chosen guardian, shall fully determine and settle the matter at issue.

Fifth. In case any of the aforesaid parties (Capt. Wendel undertaking and binding himself for his sister and the children left by Myndt. Wemp, deceased) shall do or cause to be done anything contrary hereto, either in or out of court, inasmuch as this is done without craft or guile and after mature deliberation, for divers good reasons the parties thereto moving, then said party or he who shall have undertaken for him shall be firmly bound and obligated to pay to the other two parties, or to their heirs, administrators, or successors the sum of five hundred pounds current money of this province, the person who breaks this contract or agreement or who opposes or resists such payment to be cited in an action for private debt to be tried in any of their Majesties' courts. Thus done under our hands and seals, in Albany, on the twenty-sixth day of February and in the first year of their Majesties' reign, Ao. $16\frac{8}{9}\frac{9}{0}$.

DIE WEMP (L. S.)
JOHANNES WENDEL (L. S.)
SANDER GLEN (L. S.)
BARENT B I W WEMP his mark (L. S.)
ARNOUT CO[RNELISZ] (L. S.)

Signed and sealed and by the parties promised to be kept inviolate, though written in the Dutch language, in presence of:

Jan Jansz Bleecker
Justus of de peace
Abraham Cuyler

[549] [Indorsed:]

Feb. 26, $16\frac{8}{9}\frac{9}{0}$ Contract of the heirs of Marite Wemp, deceased

Contract of sale between Abraham Isaacksen and Johannes van Zant of a quarter interest in a sawmill

[550] On this 7th day of March A°. 168$\frac{8}{9}$ at New Albany, Abraham Isaacks acknowledges that he has sold to his brother Johannes ten Santen[1] his just half of the half of the sawmill[2] and all its appurtenances belonging to him in company with Gert Wynantsz and bought of Wynant Gertsz van der Poel under date of August 5, 1685, excepting the lumber sleigh and a horse, with all of which the aforesaid Johannes ten Santen declared himself fully satisfied. He also acknowledged that the same had already been delivered to him and promised to pay therefor to Abram Isaackse eight hundred inch pine boards, in two instalments, the first instalment of five hundred boards next summer of this year and the second instalment of three hundred boards in the summer of the following year, when the payment shall be complete and the delivery shall be made as mentioned in the aforesaid bill of sale. The parties being fully satisfied with the foregoing conditions, they bind for the true performance thereof their persons and estates, subject to the jurisdiction of the courts as by law provided. In witness of the truth hereof they have signed and sealed this without craft or guile, on the date aforesaid, being in the fifth year of the reign of our Sovereign King of Great Britain, James the Second.

This is the mark A I of ABRAM ISAACKZ (L. S.)
JOH[A]NNUS VAN ZANT (L. S.)

Signed, sealed and delivered in our presence,
J. Becker
Johanis Becker, junier

Will of Arent Schuyler and Jannetie Teller, his wife

[551 blank; 552] In the name of the Lord, Amen. In the year of our Lord and Savior A°. sixteen hundred and eighty-five, the twenty-fourth day of the month of March,[3] about seven o'clock in the morning, at New Albany in America, appeared before me, Jan Becker, notary public admitted by the Right Honorable Thomas Dongan, Esq., governor general on behalf of His Royal Highness James, [Duke of York], over all his territories in America, resid-

[1] Johannes van Zant; see signature. His wife was Margriet van der Poel. He was apparently a brother-in-law of Abraham Isaacksen.
[2] This sawmill was on the Wynants kill.
[3] March 24, 168$\frac{5}{6}$?

ing in New York, the worthy Mr Arent Schuyler and Janneke Tellers,[1] man and wife, residing here in New Albany, both sound and hearty of body, able to stand and walk, having full possession and the right use of their senses, memories and speech as outwardly appears, who, considering the certainty of death and the uncertainty of the time and hour thereof, and being moved thereto by the particular love and affection which they bear toward each other, without persuasion or inducement of anyone, have caused this their last will and testament to be drawn as follows: In the first place they commend their souls to the hands of Almighty God and their bodies to a Christian burial, revoking, annulling and canceling all testamentary dispositions and bequests heretofore made by them either jointly or separately, [553] willing that the survivor of both of them shall remain in possession of and inherit all the effects, common property and entire estate, house, lot, real and personal, movable and immovable property, jewels, gold, silver coined and uncoined, linen, woolens, merchandise, household furniture, no thing or things excepted; to inherit, possess and hold the whole forever, whether he or she marry again or not, without turning over the least stiver's worth thereof to any parent or parents, relatives, or any person whomsoever, much less delivering any inventory, or statement, or furnishing any security, since the survivor is to remain the absolute heir, curator and executor of the whole estate, just as they jointly were when alive; with the understanding that if after the death of either of them there be found any child or children lawfully procreated by them, the survivor shall be holden, in case of a second marriage (but not before) to set aside for such child or children a half of the whole estate, as the survivor in conscience and justice shall then think proper, without being subject to any further demands whatsoever, with the express understanding that one child, whether male or female, shall not receive more than another, that is to say, that they shall all share alike, [554] and that neither the honorable magistrates, constable or constables, nor the honorable orphan masters, nor any justice or court, nor any other authority or authorities, whether high or low, of whatsoever nature or character, or who or wheresoever they may be (saving their entire respect) shall have the right to interfere therewith, since the testators, jointly and severally, shut out and exclude them all and fully entrust the matter the one

[1] Janneke Teller, the daughter of Willem Teller, senior, an abstract of whose will, dated March 19, 1668, proved May 23, 1701, is in New York Historical Society, *Collections*, 1892, 25:102–3.

to the other, and notwithstanding that some law or laws, custom or customs, here or elsewhere, may otherwise direct, desiring that the same in this case may become inoperative and cease to have effect. And if so be that the survivor of them both happen to die unmarried, not having entered into wedlock a second time, and any children hereafter to be born of them in wedlock remain alive, then they shall all inherit alike, without reference to sex. This the aforesaid testators declare to be their last will and testament, which they desire to have full force and effect, from the least to the most weighty article thereof, whether as will, codicil, donation, gift in anticipation of death or among the living, or any other bequest however it may be named, notwithstanding that certain laws or customs may otherwise direct, desiring the most favorable construction thereof for the maintenance of the aforesaid will. This being thus advisedly written at the desire of the testators, they have signed it with their own hands in presence of Mr Jan Verbeeck and Jacob Abramz, as witnesses, to me, the notary, well known; *datum ut supra.* And they have requested me, the notary, to make two copies hereof of the same tenor, one to remain with the testators and the other with me, the notary, and they have mutually subscribed the same.

ARENT SCHUYLER
YENKE TELLER

As witnesses:
Jan Verbeeck
Jacob Abrahamsen

In my presence,
J: BECKER, *Notary Public*

Antenuptial articles of Johannes Oothout and Aeltie Evers, widow of the late Gert Lubbertsen

[555 blank; 556] Copy

In the name of the Lord, Amen. Know all men that on the 23d day of April 1689, before me, Jan Becker, notary public residing in New Albany, appeared Johannes Oothout, young man, and Aeltie Evers, widow of the late Gert Lubbertz, by whom she has a child yet living about fourteen months old, named Rebecca, which persons in the fear of the Lord intend to marry each other and to enter together into the state of matrimony. However, before the solemnization thereof they have thought it advisable as after ripe deliberation and careful consideration they do hereby find it advisable to have this their marriage contract drawn up in manner following (after declaration by said bride that she has made a lawful

exhibit of said child's or daughter's paternal inheritance before the court of this city).

First, the parties mutually promise to hold all things in common, debts and credits on either side to be likewise in common. In discharge of the aforesaid child's claims on her father's estate, they shall bring her up honorably according to their station and means and do by her as honest parents in conscience ought to do. In addition the bridegroom promises that in case he comes to outlive this his bride and future wife, to treat said child in every way as if they were both living; and moreover when [557] the aforesaid child comes to maturity to give and bestow upon her a good milch cow; and said bridegroom likewise promises that said child shall be his sole and universal heir, in case, his bride dying, he happen to die her widower, without having any other lawful child or children then living born of his bride; but if there be a living child or children by them procreated, then shall they share alike in the inheritance, the one no more than the other, the aforesaid child by the first husband as much as the others; and if they have a son or sons, they shall also not participate in the inheritance to any greater extent than the aforesaid child or the other daughters whom they may together procreate. If it happen that the bridegroom die before his bride, then he wills and desires that she shall remain in possession of the estate (if she please) and manage it for the common profit and loss, even as he might do if living, without rendering any accounting or inventory thereof, much less furnishing any security or surety to blood relations, constables, orphan masters or their representatives, the court of this city, or any person whomsoever, whether child or children, mature or immature, since he rejects and excludes them, during the time of her widowhood; but if she come to marry again then he wills that she put aside from the whole estate and effects the just half, [558] which just half shall be for the behoof of the aforesaid child, but if a child or children procreated by them be living, then shall the aforesaid child participate with them and if there be a son or sons, they shall not participate further than the daughter or daughters as aforesaid; and if there then be no child or children living then shall his blood relations inherit one-half of the inheritance and the aforesaid bride the other half. This the aforesaid bridegroom and bride declare to be their contract, will and desire, which they wish to have full force and effect from the most to the least important article thereof and in token of the truth, without any reservation

or equivocation, they have subscribed and sealed this with their own hands this 23d day of April 1689, at New Albany aforesaid. Was signed: Johannis Oothout. This is the + mark of Aeltie Evertz, made with her own hand. In the margin was written: Signed, sealed and delivered in our presence, Albert Ryckman, Justes of Peace. Johannis Becker Junyor. Lower was written: In my presence, J: Becker, Notary Public.

After collation this was found to agree with the original remaining in the hands of the contracting parties.

Which I attest,

J: BECKER, *Notary Public*

Will of Jan Luycassen Wyngaerd

[559 blank; 560] In the name of God, Amen. Know all men whom it may concern that on the 23d day of July at New Albany, sixteen hundred and ninety, being in the second year of the reign of William and Mary, King and Queen of Great Britain, Jan Lucasse,[1] having fled from his lands lying at Schanechtede and at present maintaining himself in the aforesaid city, intending to go to war against the French nation and their Indians in Canada, being sound and hearty of body, able to walk and stand and in the full exercise and possession of his senses, understanding and speech as outwardly appears, considering the frailty of human life, the unknown hour of death and not wishing to depart hence without having first disposed of his temporal effects granted him by God Almighty, and that not through persuasion, inducement or misleading of anyone, but of his own free will and motion, first commending his soul into the hands of God and his body to a Christian burial, nominates, institutes and appoints, as he hereby does, his respected wife Catharyna the sole and universal heir to all his personal and real estate, lands, money, claims and credits, together with all that has come to him (through her) from her deceased father's estate and effects, nothing whatever reserved or excepted, to do therewith after his death as she may judge best, whether to sell, alienate, dispose of, part with, or spend the same, and furthermore to do with the whole and entire estate as the testator while living might do, [561] willing that neither relatives (or those who may pretend to be such) nor any constable or constables, nor the

[1] Jan Lucassen Wyngaerd, or Wyngaart; see *History of the Schenectady Patent*, p. 227.

orphan masters, nor the court of this county or city, nor any high or inferior court or judge of this province, nor any person whoever shall compel her to deliver an inventory or accounting [of the estate], much less to furnish any bond or security, inasmuch as he rejects and excludes them one and all, notwithstanding some custom or customs, law or laws may otherwise direct, which he desires to be inoperative and without effect in this matter, and therefore making her administratrix and executrix of the whole estate and effects and also sole heir as aforesaid; also giving her power to help settle her father's estate and her portion thereof to receive and use in any manner which to her may seem proper, the like power being granted to his wife by the testator during his absence in Canada. All that is hereinbefore written the testator declares to be his last will and testament, which he desires to have full force and effect from the least to the weightiest article thereof, whether as will, codicil, gift in anticipation of death or among the living, or any other bequest however named, notwithstanding that all legal formalities may not have been fully observed herein, requesting the most favorable construction for the maintenance of what is hereinbefore written. In witness of the truth of which he has signed and sealed this with his own hand, *datum ut supra.*

This is the mark X of JAN LUYCASSE (L. S.)

Signed and sealed in our presence, as witnesses:
Johaenies Becker, junior
J Becker

[Endorsed on page 563 (page 562 being blank)] Testamentary disposition of Jan Luycasse July 23, Albany 1690.

Will of Pieter Vosburgh[1]

[564] In the name of God, Amen. Know all men whom it may concern that at Albany on the 24th of June sixteen hundred and ninety, in the second year of the reign of William and Mary, King and Queen of Great Britain, Pieter Vosburgh, residing at the Kinderhoek, firm and sound of body, able to stand and go about, and in full possession of his mind, senses, memory and speech as far as outwardly appears, who, considering the frailty of life and the unknown hour of death, has of his own motion and inclination,

[1] Another translation of this will is printed in *The New Netherland Register*, v. 1, no. 8, p. 120–21, in connection with an article by R. W. Vosburgh on "The Vosburgh Family."

without persuasion, inducement or misleading of anyone whomsoever, deemed it advisable not to leave this world without first having disposed of his temporal estate granted him by the Almighty. Commending his soul to the hands of God and his body to a Christian burial, he nominates and appoints, as he does hereby, his wife Jannetie his sole and universal heir to all his estate and effects, nothing in the world excepted, whether lands, houses, ground or grounds, household goods, cattle, money coined or uncoined, claims and credits, or whatever else they may be called, with power to possess, sell, alienate or dispose of the same, both real and personal estate, in the same and like manner [565] as the testator could do during his life, not willing that his brothers or sisters, or in case of their death their child or children, or during the minority of the same their guardians or blood relations, or any person whosoever, shall trouble her to deliver an inventory or exhibit of the property, much less to furnish bond or security, but willing and desiring that she shall be administratrix and executrix of the whole estate and effects; upon the express condition and it being the testator's will and desire that his aforesaid wife, after his death, shall give to his brothers all the linen and woolen clothing that belongs to his body; also to the same fifty beavers or the just value thereof; also to his brother Isaak the half of the land of the farm at the Kinderhoek lying on the *Groot stuck* (large tract), provided he pay half of what is yet to be paid on the farm; also to his aforesaid wife's sister Adriaantie two cows; and she shall pay out no more to any one whomsoever except as aforesaid. But as it may happen that the testator and his wife may come to die without one being able to know for certain which of the two died first, therefore it is his express will and desire that the estate left behind shall be divided into two equal parts by the nearest relatives and lawful heirs of both sides, to wit, a just half for the testator's side and the other just half for his aforesaid wife's side. All that is hereinbefore written the testator declares to be his testamentary disposition and last will, which he desires to have effect from the least to the weightiest article thereof, whether as will, codicil, donation in anticipation of death, or among the living, or any other bequest under whatsoever name, [566] notwithstanding that all the formalities of the law of this government may not be observed herein, desiring that the utmost benefit of the law may be obtained for the maintenance of the same; and in witness of the

truth thereof he has subscribed and sealed this with his own hand on this 24th of June 1690, at New Albany as aforesaid.

PIETER VOSBURGH (and seal)

Signed and sealed in our presence
Arnout Cornelisz Viele
Johannis Becker Junyor

In my presence,
J. BECKER

The principal [instrument] hereof was handed to him in the presence of the above witnesses.

[567] [Indorsed] Will of Pieter Vosburgh, June 24, Albany, 1690.

Will of Cornelis van der Hoeven

[568] In the name of God, Amen. In the year of our Lord and Savior sixteen hundred and eighty-five, on the fifth day of September, in Albany in America, in the first year of the reign of our Sovereign King James, the second of that name, appeared before me, Jan Becker, notary public residing in the aforesaid town, admitted by the Right Honorable Thomas Dongan, Esq. governor general on behalf of his Majesty aforesaid in all his territories in America, residing at New York, Cornelis vander Hoeve, inhabitant of this town, who lying sick in bed but having the perfect use and possession of his understanding, memory, senses and speech, as is quite evident, considering the frailty of this life, and the unknown hour of death, and therefore wishing to dispose of his temporal effects granted him by the Almighty, declares that he has made no testamentary disposition before this date. Committing his soul into the gracious hands of God and his body to a Christian burial, he nominates, declares, and institutes hereby his present wife Metie Beeckmans his sole, universal and general heir of all his estate and effects, standing and lying, real and personal property, all claims and credits, without exception, and of whatever name, provided she be holden to do her maternal duty in all respects by the children which God has granted them together, as an honorable and faithful mother [569] should do, without being bound to render any account, deliver any exhibit or inventory, much less to give security or surety, to the honorable orphan masters, constables, court, or any person whomsoever (saving their respect); as the testator, trusting his wife fully, puts the full administration and executorship in her hands to dispose of all things

and in all ways as he while living might do, during the time of her widowhood; but if she marry a second time, then shall the effects that are found be divided into two parts, a just half for his wife and the other just half for the children, to be divided equally among them (at their majority), to each child a like share, without regard to sex, and the oldest son shall not participate more largely therein, but the oldest son, before any division be made, shall first receive twenty shillings current money here. All which aforesaid conditions this testator declares, without the persuasion or misleading of anyone whomsoever, to be his testamentary disposition and last will, which he wills to have full effect from the least to the weightiest article, whether as testament, codicil, gift in anticipation of death or among the living, [570] or any other bequest of whatsoever nature, notwithstanding that all the formalities of the law may not be observed herein, desiring the fullest benefit therefrom for the maintenance of the same. In witness of the truth whereof, he has subscribed and sealed this with his own hand, at his house at about five o'clock in the afternoon, dated as aforesaid; present, Barent Meyndersz and Paulus Maartz, called as trustworthy witnesses hereto.

KNELES UA[N]DE HOEVE (L. S.)

By the testator signed and sealed
in presence of us,
Poulijn Martens
Barent Meyndersz

In my presence,
J. BECKER, *Notary Public*

N. B. The testator was buried on the 10th of January 168$\frac{8}{9}$

Will of Michiel Calier of Kinderhook

[571 blank; 572] In the name of God, Amen. Know all men whom it concerns that in the year sixteen hundred and eighty-nine, on the sixth day of November, in the evening about eight o'clock, at New Albany, being the first year of the reign of their blessed Majesties of Great Britain, Willeam and Mary, Michiel Calier, residing at the Kinderhoek, heretofore married to Engeltie, daughter of Dirck *de Sweed* (the Swede), who being deceased left a daughter named Magdalena, now about two and a half years old, by them lawfully procreated, to whom he made a liberal allowance for her mother's estate according to his means and condition,

and now for the second time married to Tretie, daughter of Jeurian van Hoesem; [which Michiel Calier], in contemplation of death and the unforseeable hour thereof, has thought it advisable to dispose of his temporal effects granted him by the Almighty and therefore, without persuasion or inducement by anyone whomsoever, but of his own motion and will, being sound of body and having the perfect use of his understanding, faculties, memory and speech as evidently appears, has caused his testamentary disposition and last will to be drawn in manner following, but before entering thereon he commits his soul to the gracious compassion of God and his body to a Christian burial. He wills and desires that this his wife, after his death, shall remain in possession of the common estate and effects, to manage the same for common profit and loss, as this testator might do while living, and to [573] this end appoints her administratrix and executrix, willing that she shall not be obliged to deliver an exhibit or inventory, much less to give security or surety, for child or children, or in case of the death or minority of the same to their blood relations, to the honorable orphan masters, the court, or any authority or authorities, or any high or inferior court or judge, or to any person whomsoever, all and every one of them individually he excludes and bars during the term of her widowhood, but in case she marry again, then he wills that the personal estate and effects shall be divided into two equal parts, except that she shall first receive and take out the linen and woolen goods that belong to her body, one-half of said personal estate to be for his wife and the other half for his aforesaid daughter by his wife's first husband and the child or children procreated by his wife who are then living, the same to be distributed among them equally and one child to have no more than another, it being well understood that each minor child's portion shall remain in her hands subject to proper security until said child reaches legal age, but those who reach their majority may demand their portion without having to wait for the others to reach their majority. Furthermore the testator's wife shall be holden honorably to bring up and train the child or children till their majority in all ways and manner according to her means and station as a faithful and honorable mother ought to do, it being well understood that this testator's aforesaid step-daughter is included with them. But as regards the real estate and property, his wife shall not have power [574] to sell, alienate, or part with the same, but shall receive the rents and profits thereof during the

term of her life, whether she remain a widow or marry again; which aforesaid real estate after her death shall be sold or divided as may be found best into two equal portions, one just half to belong to this testator's wife's nearest heirs and blood relations and the other half to the testator's aforesaid step-daughter and the child or children then living procreated by his wife, share and share alike as above stated, but the eldest son (if there be one) shall before any partition is made receive twenty shillings in money of this country. And in order that everything may proceed in orderly fashion the testator appoints as guardian of his child or children Jeurian Van Hoesem and Frenck Herdick properly to carry out the provisions of this will and to look after everything. All that is hereinbefore written the testator declares to be his last will and testamentary disposition, which he desires to have full effect from the weightiest to the least article thereof, whether as will, codicil, gift in anticipation of death or among the living, or any other bequest, as may be most practicable, notwithstanding all legal formalities may not have been observed herein, desiring the most favorable construction for the maintenance hereof. Thus done at Albany, this 6th of November 1689 as aforesaid and in witness of the truth he has signed and sealed this.

This is the mark MK of MICHIEL KALIER (L. S.)

Signed and sealed in our presence,
Jochem Lammersen
Willem Hoffmeyer

In my presence,
J. BECKER

Agreement between Johannes Ouderkerk and the administrators of the estate of the late Hendrick Gardenier, whose widow he is about to marry

[575 blank; 576] On this seventh day of April 1695 appeared before me, Rob^{t}. Livingston Jun^{r}., in the absence of Robert Livingston, clerk of the city and county of Albany, Johannes Ouderkerk, future bridegroom, of the one part, and Andries Gardenier and Cornelis Claese, administrators of the estate of Hendrik Gardenier in behalf of the children of the aforesaid Hend: Gardenier, deceased, of the other part, who declared that in love and friendship they had agreed and contracted in form and manner following,

to wit: It is fully agreed and concluded by the aforesaid parties that the entire estate, including lands, real estate, movable and immovable property, claims and credits and everything else that the said decedent in his lifetime possessed and owned shall after the payment of the debts be divided equally, to wit, into two parts, one just half for Neeltie Claese, widow of the aforesaid Hend: Gardenier, deceased, and the other just half for the behoof of the [577] decedent's four children, named Claes, Andries, Josina and Hendrik Hendrikse Gardenier, who remain in the aforesaid Johannes Ouderkerk's charge, and when the aforesaid children attain their majority, the said Joh: Ouderkerk may pay them their just half in money, to be divided equally, and none of them shall make any extra claim by right of primogeniture or otherwise. However, the aforesaid Johannes is holden to bring up and support the aforesaid children out of the estate aforesaid; and apart from all obligations said Johannes promises, when the children come to mature age and leave him, to fit out each of them with a new suit of clothes according to his means. Done in Albany, the seventh day of April, in the seventh year of his Majesty's reign Anno 1695, and given under my hand and seal.

his
JOHANNES + OUDER[KERK] (L. S.)
mark
his
CORNELIS C K CLAESE (L. S.)
mark
his
ANDRIES X GARDENERS (L. S.)
mark

Signed and sealed in presence of
Jan Ovdekerck
Rob^t. Livingston Jun^r

[END OF SECOND VOLUME OF "NOTARIAL PAPERS"]

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